Weston & Sampson

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WESTON & SAMPSON ENGINEERS, INC.
55 Walkers Brook Drive
Reading, MA 01867 (HQ)
tel: 978.532.1900

CONTRACT DOCUMENTS

June 2025

TOWN OF
Billerica
MASSACHUSETTS

Poe Road and Tower Farm Road Drainage Rehabilitations

COMMONWEALTH OF MASSACHUSETTS
DAVID M. ELMER
CIVIL
No. 41507
REGISTERED PROFESSIONAL ENGINEER

David Elmer
2025.06.06
13:59:17-04'00'

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SECTION 00100

ADVERTISEMENT FOR BIDS

POE ROAD AND TOWER FARM ROAD DRAINAGE REHABILITATIONS

Sealed bids for the construction of Poe Road and Tower Farm Road Drainage Rehabilitations for the Town of Billerica, Massachusetts, will be received at the Department of Public Works, Administration, Room G08 of the Town Hall, 365 Boston Road, Billerica, MA 01821 until **10:00 AM prevailing time, on June 25, 2025** at which time and place said bids will be brought to Room 210 and will be publicly opened and read aloud.

All bids must be in a sealed envelope plainly marked: **POE ROAD AND TOWER FARM ROAD DRAINAGE REHABILITATIONS**

The scope of work of the Base Bid includes installation of approximately 1,799 linear feet of cured-in-place pipe and other related tasks in the Town of Billerica, Massachusetts.

To bid on this project, Contractors must be prequalified in accordance with 720 CMR 5.00, Prequalification of Contractors. MassDOT prequalification of contractors with the class of work as "Drainage" with a minimum MassDOT Single Class of Work Limit of $205,033.50 will be required.

Bid Security in the form of a bid bond, cash, certified check, treasurer's, or cashier's check payable to the Owner, is required in the amount of five percent of the bid, in accordance with Section 00200, INSTRUCTIONS TO BIDDERS.

The Instructions to Bidders, Form of General Bid, Agreement, Plans, Specifications, Performance and Payment Bond, and other Contract Documents may be examined at the following:

Weston & Sampson Engineers, Inc., Reading, Massachusetts
Accent Printing, Inc., 99 Chelmsford Road, North Billerica, Massachusetts

Contract Documents may be viewed and downloaded as a Portable Document Format (PDF) file free of charge at www.accentblueprints.com. Copies may be obtained for a fee by completing an order online or by calling 978-362-8038 for each set. Completed orders may be picked up at the office of Accent Printing located at 99 Chelmsford Road, North Billerica, MA 01862 (978-362-8038), from 9 a.m. to 4 p.m. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. All payments for printing and shipping are nonrefundable. For addition to the project plan holder's list to guarantee receipt of addenda, it is recommended interested bidders obtain the Contract Documents directly from Accent. Interested bidders will be prompted to register an email address with Accent to access the documents.

The selected contractor shall furnish a performance bond and a payment bond in amount at least equal to one hundred percent (100%) of the contract price as stipulated in Section 00700, GENERAL CONDITIONS of these specifications.

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended.

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

By submission of a bid, the Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.

The Owner reserves the right to waive any informalities in bids and to reject any or all bids.

TOWN OF BILLERICA , MASSACHUSETTS

Christopher Dillon
Acting Town Manager

Weston & Sampson Engineers, Inc.
Reading, Massachusetts

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SECTION 00200

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be Done
3. Preparation of Bid
4. Modification of Bids
5. Obligation of Bidder
6. Information not Guaranteed
7. Bid Security
8. Time for Completion
9. Addenda and Interpretations
10. Bid Opening Procedure
11. Comparison of Bids
12. Statutes Regulating Competitive Bidding
13. Right to Reject Bid
14. Ability and Experience of Bidder
15. Conditions of Work
16. Security for Faithful Performance
17. Power of Attorney
18. Laws and Regulations
19. Liquidated Damages for Failure to Enter into Contract
20. Indeterminate Items and Estimated Quantities
21. CONTRACTOR Records
22. Bidder Certification – OSHA Training
23. Prevailing Wage Rates
24. Price Adjustments

1. Receipt and Opening of Bids

The Town of Billerica, Massachusetts herein called the OWNER, acting by and through its Department of Public Works, will receive sealed Bids for the construction of Poe Road and Tower Farm Road Drainage Rehabilitations.

Such bids addressed to the Department of Public Works and endorsed Poe Road and Tower Farm Road Drainage Rehabilitations Bid will be received at the Department of Public Works, Administration, Room G08 of the Town Hall, 365 Boston Road, Billerica, MA 01821 until **10:00 AM prevailing time, on June 25, 2025** at which time and place said bids will be brought to Room 210 and will be publicly opened and read aloud.

If the building at which bids are to be received is closed for any reason on the date and time that bids are due, receipt of bids by the Owner will be postponed until the next business day at the time originally stated for receipt of bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or

authorized postponement thereof. Any bid received after the time and date specified will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for the number of days, after the opening of bids, as stipulated in the FORM OF GENERAL BID.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work are indicated on a set of drawings titled "Poe Road and Tower Farm Road Drainage Rehabilitations."

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form in Section 00410. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Modification of Bids

Any bidder may modify its bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the OWNER prior to the closing time, and, provided further, for any telegraphic communication that modifies a bid the OWNER is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time.

The modification communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the

facsimile transmission.

5. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

6. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to it or obtained in any examination made by it in any manner as a basis of or grounds for any claim or demand against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00100, ADVERTISEMENT FOR BIDS. Such deposits will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to any bidder within 30 days, Saturdays, Sundays and legal holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

8. Time for Completion

The successful general bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in Section 00410, FORM OF GENERAL BID.

9. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by bidders unless confirmed in a written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) addressed to Weston & Sampson Engineers, Inc., 55 Walkers Brook Drive, Reading, Massachusetts 01867 Attention: CSD, or sent via email to Mahoney.Carolyn@wseinc.com and to be given consideration must be received at least ten working days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, may be viewed and downloaded as a Portable Document File (PDF) at www.accentblueprints.com. A notification of addenda will be emailed to all prospective bidders to email addresses furnished by them for such purposes. Bidders picking up sets of bid documents will be given all addenda issued to date and will be required to sign for all documents, acknowledging receipt. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted, and each bidder must confirm for itself that it has received all addenda. All addenda so issued shall become part of the Contract Documents.

10. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

All bidders shall include with their bids written acknowledgment of receipt of all addenda. Refer to acknowledgment form provided in Section 00410, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids except for the DCAMM Update Statements if contained therein, which are not public records.

11. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00410, FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each FORM OF GENERAL BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00410, FORM OF GENERAL BID.

12. Statutes Regulating Competitive Bidding

Any bid, which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M as amended, need not be accepted and the OWNER may reject every such bid.

13. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the OWNER may waive such omissions, conditions or irregularities.

14. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The OWNER's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The OWNER may make such investigations as it deems necessary, and the bidder shall furnish to the OWNER, under oath if so required, all such information and data for this purpose as the OWNER may request.

15. Conditions of Work

Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful

bidder of its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

16. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified in Section 00700, GENERAL CONDITIONS included herein, each in the amount of 100 percent of its bid. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the OWNER. The bonds shall remain in force for one year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

17. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. Laws and Regulations

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where a conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Attention is directed to Section 00830 STATE REGULATIONS and to other applicable sections of this specification. In the event of any conflict between provisions of law or regulation quoted or paraphrased in the Contract Documents, the actual provisions of law or regulation shall control.

19. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon its failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 10 days after receipt of notice of the acceptance of the bid, shall, except as otherwise provided by applicable law, forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsible and eligible bidder. In case of death,

disability, bonafide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, its bid deposit will be returned.

20. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00410, FORM OF GENERAL BID.

21. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning CONTRACTOR records. This section has been reprinted in Section 00830, STATE REGULATIONS.

22. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than $10,000, must have no less than ten (10) hours of OSHA-approved safety and health training.

The Massachusetts Attorney General is authorized to restrain award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.

Noncompliance with this law will disqualify contractors from bidding on public contracts.

23. Prevailing Wage Rates

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

The Contractor is responsible for requesting up to date wage rates from the Owner prior to the one-year anniversary of the notice to proceed of this contract. The Owner shall obtain updated wage rates from the Director and provide them to the Contractor upon said request.

24. Price Adjustments

This Contract is subject to the provisions for material price adjustments in accordance with Chapter 30, Section 38A of the Massachusetts General Laws.

END OF SECTION

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SECTION 00331

TELEVISION INSPECTION AND MANHOLE INSPECTION REPORTS
PROVIDED BY THE OWNER

PART 1 - GENERAL

1.01 PURPOSE:

A. PURPOSE OF LOGS, REPORTS AND FIELD OBSERVATIONS:

1. The purpose of the television (TV) Inspection Reports was to determine the condition of the existing sewer system and assess the extent of cleaning, repairs and/or replacement required for the system.

2. The inspections and observations provided information to prepare the design specifications included in these contract documents and to meet the requirements of the Owner.

3. Information reported from the TV Inspection Reports are those observed in the field at the particular location and time the observations were made, and do not necessarily represent the present conditions.

1.02 SCOPE:

A. TV INSPECTION REPORTS:

1. TV Inspection of existing pipelines has been performed, with reasonable care. The results of the inspection program are appended hereto and are a part of the Contract Documents. Contractors may, after obtaining Owner's permission, carry out additional pipeline inspection, at no expense to the Owner.

2. TV Inspection Reports provided in the Contract Documents are limited by the methods used for obtaining and expressing such data and is subject to various interpretations. The terms used to describe conditions encountered are subject to local usage and individual interpretation.

3. TV Inspections have been taken substantially at the locations indicated on the drawings and shown on the logs. Information presented in the inspection logs, as to the pipe condition, material build up in the pipe; etc. is based on visual observation from the videos. Information reported on the TV Inspection Reports are those observed in the field at the particular location and at the time the videos were taken, and do not necessarily represent the present conditions. Condition of the pipeline, material build up in the pipe, and other factors may differ now from those originally observed. Contractors should be aware that present conditions might affect methods of construction.

PART 2 – PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 EXECUTION:

A. TV Inspection Reports are for the general information of the Contractors. The Contractors are obligated, to examine the site, records of investigations and other data pertinent to the site, and then, based upon their own interpretations and investigations, decide the character and quantity of material to be encountered, the difficulties or obstacles likely to be encountered, and other conditions affecting the work. The TV Inspection Reports are accurate only at the particular locations and times the original inspections were made. No other warranty, either expressed or implied, by the Owner, Engineer or their agents is made to the accuracy of the information contained on TV Inspection Reports, or other data shown on the drawings or presented in the Contract Documents.

END OF SECTION

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SECTION 00410
FORM OF GENERAL BID

Proposal of _____ (hereinafter called "Bidder")*

(__) a corporation, organized and existing under the laws of the State of _____

(__) a joint venture

(__) a limited liability company

(__) a partnership

(__) an individual doing business as _____

*Insert corporation, partnership, joint venture, limited liability company, or individual as applicable.

To _____ (hereinafter called the Owner).

Everyone:

The undersigned Bidder, in compliance with your invitation for bids for the construction of **Poe Road and Tower Farm Road Drainage Rehabilitations,** having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to construct the project in accordance with the contract documents, as prepared by Weston & Sampson Engineers, Inc., within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the Base Bid within 49 consecutive days. Warranty inspections for all bids shall be complete within 5 consecutive days from the start of warranty inspections. The Bidder further agrees to pay as liquidated damages the sum of $2,000.00 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" provisions of Section 00800, SUPPLEMENTARY CONDITIONS. Liquidated damages shall apply to both the contract duration and warranty inspection duration.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

The Bidder agrees to perform the work described in the specifications and shown on the plans for the following lump sum or unit prices:

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
		BASE BID (Item 1 to 2)	
1		**Cured-in-Place Pipe**	
1a	804 l.f.	Cured-in-place pipe for 12-inch drains, per linear foot	$ _____
		_____ and _____ (dollars) _____ (cents) ($ _____)	
1b	366 l.f.	Cured-in-place pipe for 15-inch drains, per linear foot	$ _____
		_____ and _____ (dollars) _____ (cents) ($ _____)	
1c	629 l.f.	Cured-in-place pipe for 18-inch drains, per linear foot	$ _____
		_____ and _____ (dollars) _____ (cents) ($ _____)	

*Quantity assumed for comparison of bids.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
2		**Mobilization**	
2a	1 l.s.	Mobilization, lump sum (not more than 5% of Item 1)	$

_____ and _____ (dollars)

_____ (cents)

($)

The Total Amount of BASE BID (Item 1 to 2, inclusive) is:

_____ Dollars
(In Words)

and _____ Cents ($)
(In Words) (In Figures)

*Quantity assumed for comparison of bids.

All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy between the prices written in words and those written in figures, the amount shown in words shall govern. In the event there is a discrepancy between the unit prices and the total sum of all of the items (the computed contract price), the unit prices shall govern.

The above unit prices shall include all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 30, Section 39M, as amended.

The contract will be awarded to the lowest responsible and eligible bidder.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00520, AGREEMENT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00200, INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract prices in accordance with Section 00610, PERFORMANCE BOND, Section 00615, PAYMENT BOND, and as stipulated in Section 00700, GENERAL CONDITIONS of these specifications.

The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for _____ years.

2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows:

_____

_____

_____

_____

(Attach supplementary list if necessary)

3. The Bidder shall state below what work of a similar character to that included in the proposed contract it has done, and give references that will enable the Owner to judge its experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
a.					
b.					
c.					
d.					
e.					
f.					

Pursuant to M.G.L. CH. 62C, Sec 49A, the undersigned Bidder certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned Bidder hereby certifies it will comply with the specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Disadvantaged Business Enterprise provisions as required under these contract provisions. The contractor receiving the award of the contract shall incorporate the EEO/AA provisions of this contract into all subcontracts and purchase orders so that such provisions will be binding upon each subcontractor or vendor.

The undersigned Bidder hereby certifies that (1) it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and 3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned Bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder;

Respectfully submitted:

Date _____ By _____

(Signature)

_____

(Name - Typed or Printed)

_____

(Title)

(SEAL - if bid is by a corporation)

_____

(Business Name)

_____

(Federal ID Number)

_____

(Business Address)

_____

(City and State)

_____

(Telephone Number)

_____

(Fax Number)

P:\MA\Billerica MA\24-0745 Poe and Tower Farm Rd Drainage CIPP Design\05-Specifications\DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS\SECTION 00410 - FORM OF GENERAL BID\SECTION 00410 - FORM OF GENERAL BID END.docx

AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twenty Five, between _____, with a usual place of business at _____, hereinafter called the CONTRACTOR, and the Town of Billerica, acting by its Town Manager, with a usual place of business at 365 Boston Road, Billerica, MA 01821, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The CONTRACTOR shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as POE ROAD AND TOWER FARM ROAD DRAINAGE REHABILITATIONS ("Project"), in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The OWNER shall pay the CONTRACTOR for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of _____ _____.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The CONTRACTOR shall commence and prosecute the work under this Agreement upon execution hereof and upon issuance of the Notice to Proceed and shall substantially complete the work on or before October 3, 2025. Additional time restrictions related to top course paving and concrete sidewalks are noted in the Special Provisions. The final completion date for this contract is October 31, 2025, with potential for extension as noted under item E. below.

A. Definition of Term: The Term "substantial completion" shall mean the date certified by the OWNER when construction is sufficiently complete, in accordance with the Contract Documents, so the OWNER may occupy the project, or designated portion(s) thereof, for the use for which it is intended. Remaining work at substantial completion shall be limited to minor cleanup or punch list items.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is

allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: The CONTRACTOR shall commence work promptly upon execution of this Agreement and upon issuance of the Notice to Proceed and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated time.

D. Liquidated Damages: It is expressly agreed between the CONTRACTOR and the OWNER that the CONTRACTOR will be responsible for all damages which may arise due to the CONTRACTOR's failure to substantially complete the work within the above specified time. If the CONTRACTOR shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the OWNER, CONTRACTOR agrees, as a part of the consideration for the execution of this Contract by the OWNER, to pay the OWNER the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the CONTRACTOR shall be in default of Substantial Completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, said amount is agreed to be the amount of damages which the OWNER would sustain, and said amount shall be retained from time to time by the OWNER from current periodic estimates. The amount of liquidated damages shall be $1,750 per day. The CONTRACTOR agrees to allow the OWNER to deduct any such amounts from progress payments and retainage.

E. Upon mutual agreement between the OWNER and CONTRACTOR, the Contract may be extended through December 31, 2026 and again through December 31, 2027.

4. <u>Performance of the Work</u>

A. Direction of the Work: The CONTRACTOR shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The CONTRACTOR shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the CONTRACTOR. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The CONTRACTOR shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the OWNER in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

C. Permits and Fees: Unless otherwise expressly provided, the CONTRACTOR shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the OWNER and shall be delivered to the OWNER upon completion of the Project.

D. Notices, Compliance With Laws:

(1) The CONTRACTOR shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The CONTRACTOR shall provide the OWNER with reproductions of all permits, licenses and receipts for any fees paid. The OWNER represents that it has disclosed to the CONTRACTOR all orders and requirements known to the OWNER of any public authority particular to this Agreement.

(2) If the CONTRACTOR observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the OWNER in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the CONTRACTOR performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the OWNER, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the CONTRACTOR shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The CONTRACTOR shall notify the OWNER immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The CONTRACTOR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the CONTRACTOR and all communications given to the superintendent shall be as binding as if given to the CONTRACTOR. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The CONTRACTOR, immediately after being awarded the Contract, shall prepare and submit for the OWNER's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The CONTRACTOR shall maintain at the site for the OWNER one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the OWNER upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the CONTRACTOR represents that he has determined and verified all materials, field

measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the OWNER's approval of Shop Drawings, Product Data or Samples unless the CONTRACTOR has specifically informed the OWNER in writing of such deviation at the time of submission and the OWNER has given written approval to the specific deviation. The CONTRACTOR shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the OWNER's approval thereof.

(4) The CONTRACTOR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the OWNER on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the OWNER. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and OWNER's Property: The CONTRACTOR shall at all times safely guard the OWNER's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The CONTRACTOR shall replace or make good any such damage, loss or injury. The CONTRACTOR shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The CONTRACTOR shall perform the work in a good, workmanlike manner. The CONTRACTOR hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The CONTRACTOR hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The CONTRACTOR also agrees to hold the OWNER harmless from claims of any kind arising from damage due to said defects. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written orders for same from the OWNER. If the CONTRACTOR fails to make the repairs and replacements promptly, the OWNER may do the work and the CONTRACTOR shall be liable to the OWNER for the cost thereof.

J. Warranty: The CONTRACTOR guarantees to OWNER that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the CONTRACTOR shall deliver to the OWNER all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the OWNER the full rights and benefits of such warranties.

5. <u>Affirmative Action/Equal Employment Opportunity</u>

The CONTRACTOR is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity

requirements. Failure of the CONTRACTOR to comply with any such law, rule or regulation shall constitute grounds for the OWNER to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of the CONTRACTOR and is not guaranteed.

It is agreed and understood that the OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. CONTRACTOR has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. CONTRACTOR has given the OWNER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the OWNER is acceptable to the CONTRACTOR.

It is further agreed and understood that the CONTRACTOR shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the OWNER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There _X_ is ___ is not a project architect-engineer for this project who is Weston & Sampson Engineers. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the OWNER and the CONTRACTOR shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the OWNER set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the CONTRACTOR to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the CONTRACTOR to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the CONTRACTOR of a proper, satisfactory, and undisputed periodic estimate requesting payment of the amount due for the preceding month, the OWNER shall have fifteen (15) days to make payment for:

A. The work performed during the preceding month.
B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the CONTRACTOR has title, or to which a Subcontractor has title and has authorized the CONTRACTOR to transfer title to the OWNER.
C. Less the following retention items:
    1. A retention based on an estimate of the fair value of the OWNER's claims against the CONTRACTOR.
    2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
    3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the CONTRACTOR fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the OWNER, less than 1% of the original Contract Price, or substantially completes the Work and the OWNER takes possession or occupancy, whichever occurs first, the OWNER shall pay the CONTRACTOR the entire balance due on the Contract less:

1. A retention based on an estimate of the fair value of the OWNER's claims against the CONTRACTOR and of the cost of completing the incomplete and unsatisfactory items of work.
2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the CONTRACTOR to the Subcontractors under this Contract if such record of payment indicates that the CONTRACTOR has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the OWNER fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the CONTRACTOR; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the OWNER as provided in the first paragraph of this Article. The CONTRACTOR agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The OWNER may make changes in any periodic estimate submitted by the CONTRACTOR and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the OWNER may, within seven (7) days after receipt, return to the CONTRACTOR for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the OWNER. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.
(b) An agreed lump sum.
(c) The actual cost of:
    (1) Labor.
    (2) Materials entering permanently into the work.
    (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
    (4) Power and consumable supplies for the operation of power equipment.
    (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed ten percent (10%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

F. Claims for Additional Costs: If the CONTRACTOR wishes to make a claim for an increase in the Contract Sum, he shall give the OWNER written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the CONTRACTOR before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The CONTRACTOR hereby agrees that the CONTRACTOR shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The CONTRACTOR acknowledges that the CONTRACTOR's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the CONTRACTOR shall constitute a waiver of all claims by the CONTRACTOR arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Advertisement For Bidders
Instructions to Bidders
This Contract Form
Form of General Bid
Performance Bond
Payment Bond
General Conditions
Supplementary Conditions
State Statutes and Regulations (Massachusetts)
Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
Standard Specifications
Special Provisions and Addenda
Contract Drawings

Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The CONTRACTOR shall indemnify and hold harmless the OWNER from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.

14. Insurance

The CONTRACTOR shall purchase and maintain such insurance as will protect both the OWNER and the CONTRACTOR from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the CONTRACTOR shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

.1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
.2 claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person;
.5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
.7 claims involving contractual liability applicable to the CONTRACTOR's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workers' Compensation, all liability coverage shall name the Town of Billerica as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The CONTRACTOR shall provide the OWNER with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The OWNER shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the CONTRACTOR. In the event that the Agreement is terminated pursuant to this subparagraph, the CONTRACTOR shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other evidence as is satisfactory to OWNER to establish the OWNER's title to such material or equipment or otherwise protect the OWNER's interests.

17. Miscellaneous

A. Royalties and Patents: The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the CONTRACTOR believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the OWNER, and thereafter the OWNER insists on the use of the design, process or products specified.

B. Assignment: The CONTRACTOR shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the OWNER.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the CONTRACTOR certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the OWNER by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR: _____ OWNER: Town of Billerica

By: _____ By its: Acting Town Manager

Printed Name: _____ _____
Christopher Dillon

Title: _____

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Town Manager has been authorized to execute the contract and approve all requisitions and change orders.

By _____
Town Accountant

Approved as to Form:

By _____
Town Counsel

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)

Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

_____

_____

_____

_____

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By:_____
(Secretary of Corporation)

A True Copy:

Attest:_____
(Notary Public)

My Commission Expires:_____
(Date)

CERTIFICATIONS REQUIRED BY LAW

FOR PUBLIC CONSTRUCTION CONTRACTS

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

(1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
(2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
(3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

_____ _____

Authorized Person's Signature Date

_____

Print Name & Title of Signatory

_____

Name of Contractor

END OF SECTION

SECTION 00610

PERFORMANCE BOND

KNOW EVERYONE BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, LLC or Individual)
_____ of _____, State of _____
(Surety) (City)
hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Arlington, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars and _____Cents ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has entered into a certain contract with the Owner (the "Contract"), dated the _____ day of _____, 20___, which Contract is by reference made a part hereof, for the construction described as follows:

POE ROAD AND TOWER FARM ROAD DRAINAGE REHABILITATIONS

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under the Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Contract or any provision thereof, or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Contract to declare a Contractor Default or to invoke its rights under this Bond, and Contractor hereby agrees not to assert any claims against Surety under any indemnity or similar agreements on the grounds that Surety has interfered with the Contract by fulfilling its obligations hereunder in the absence of a termination of said Contract.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of following steps: (1) arrange for the Principal to perform and complete the work of the Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Contract; (3) reimburse the Owner, in

a manner and at such time as the Owner shall reasonably decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Contract; (2) additional design, professional services, and legal costs, including attorney's fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligations of the Principal, if any, as provided in the Contract; and (5) liquidated damages as provided in the Contract, or if no such damages are specified, actual damages and consequential damages resulting from the Contractor Default or any default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The Surety providing the Bond shall have a rating of A or better within Best's Key Rating Guide.

IN WITNESS WHEREOF, this instrument is executed in _____ ( ) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20___.

ATTEST:

_____	_____
Principal	Witness as to Principal Signature
By_____	_____
Signature	Name and Title
_____	_____
Name and Title	Address
_____	_____
Address	City and State
_____	
City and State	
	(SEAL)

ATTEST:

_____	_____
Surety	Witness as to Surety Signature
By_____	_____
Attorney-in-Fact Signature	Name and Title
_____	_____
Name and Title	Address
_____	_____
Address	City and State
_____	
City and State	(SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

SECTION 00615

PAYMENT BOND

KNOW EVERYONE BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, Limited Liability Company, or Individual)
_____ of _____, State of _____
(Surety) (City) (State)
hereinafter called "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts are held and firmly bound to the Town Arlington, Massachusetts, hereinafter called "Owner," in the penal sum of _____ _____ Dollars and _____ _____ Cents ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal has entered into a certain contract with the Owner (the "Contract"), dated the _____ day of _____ _____, 20____, which Contract is by reference made a part hereof, for the construction described as follows:

POE ROAD AND TOWER FARM ROAD DRAINAGE REHABILITATIONS

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the work or to the specifications. The Surety Company providing the bond shall have a rating of A or better within the Best Key Rating Guide.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ ( ) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20___.

ATTEST:

_____ Principal	_____ Witness as to Principal Signature
By_____ Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

ATTEST:

_____ Surety	_____ Witness as to Surety Signature
By_____ Attorney-in-Fact Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

SECTION 00700

GENERAL CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from the item specified; and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
   1. A mutually acceptable fixed fee; or
   2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
      b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
      c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
      d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
      e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
      f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00800

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1. DEFINITIONS AND TERMINOLOGY

Delete the words "The individual or entity named as such in the Agreement" in 1.01.A.22 of the General Conditions, “Engineer”, and insert the following in their place:

> "The individual or entity duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly appointed representatives."

ARTICLE 2. PRELIMINARY MATTERS

SC-2.02

Delete paragraph 2.02A of the General Conditions in its entirety.

SC-2.03

Delete paragraph 2.03 A.3 of the General Conditions.

SC-2.05

Delete paragraph 2.05 A.3 of the General Conditions.

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01

Add the following sentence at the end of Paragraph 3.01A of the General Conditions:

> "...by all. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion."

SC-3.03

Delete the last phrase of paragraph 3.03 A.3 of the General Conditions starting with “had”, and

substitute the following:

"knew or reasonably should have known thereof."

ARTICLE 4. COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01

Add a new paragraph immediately after paragraph 4.01A of the General Conditions which is to read as follows:

"B. Notwithstanding the time limitations provided in paragraph 4.01A, the OWNER may desire to commence the Contract Times later than the sixtieth day after the bid opening. The OWNER and CONTRACTOR, upon mutual agreement, may extend the commencement of the Contract Times to any date that they elect. OWNER must obtain CONTRACTOR's approval for extending the time beyond the dates/times stated in the Contract Documents."

SC-4.03

Add a new paragraph immediately after paragraph 4.03A of the General Conditions which is to read as follows:

"B. Engineer may check the lines, elevations and reference marks set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for construction of the entire Work in accordance with the Contract Documents. Contractor shall furnish personnel to assist Engineer in checking lines and grades."

SC-4.05

Delete Article 4.05A in its entirety and replace with the following:

"A. The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Engineer on account of any delay in the commencement or performance of any of the work or any delay or suspension of any portion of the work, whether such delay is caused by the Owner, the Engineer, or otherwise except as provided for within the prevailing statutes. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in the Contract Documents. The Contractor will under no circumstances be eligible for additional compensation on account of any delay even if an extension of time is granted by the Owner.

Add the following to the paragraph that follows 4.05E.5:

" Accumulating the amount of time required to complete a series of additional work items or delays and adding this time to the original Contract Time will not be considered justification for an extension of time. To justify an extension of Contract Time, the Contractor must prove clearly and convincingly that the critical path for construction has

been impacted by circumstances beyond the control of the Contractor and that the CPM schedule cannot be revised to eliminate the need for the requested time extension."

Add the following new paragraphs after paragraph 4.05G of the General Conditions:

"4.06 Liquidated Damages:

A. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work. Such damages may be retained from time to time by the Owner from progress payments or any amounts owing to the Contractor, or otherwise collected.

B. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

C. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein as definite and certain length of times if fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the Contractor shall not be charged with liquidated damages of any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

1) to any preference, priority or allocation order duly issued by the Government;

2) to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

3) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections C (1) and C (2) above;

D. Provided, further, that the Contractor shall, within thirty (30) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter."

ARTICLE 5. SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03

Delete the term "Supplementary Conditions" of paragraph 5.03A of the General Conditions and replace it with "Contract Documents".

Delete the term "Supplementary Conditions" of paragraph 5.03C line 2 of the General Conditions and replace it with "Contract Documents".

SC-5.05

Delete the following words from line 3 of paragraph 5.05 F.1 of the General Conditions:

"...or was not shown or indicated with reasonable accuracy"

SC-5.06

Delete the term "Supplementary Conditions" in paragraph 5.06A of the General Conditions and replace it with "Contract Documents".

Add the following to the first sentence of paragraph 5.06C:

"or unless Contractor caused or contributed to such Hazardous Environmental Condition."

ARTICLE 6. BONDS AND INSURANCE

NOTICE TO CONTRACTOR:

1. Proof of Insurance coverage shall be furnished to the Owner in accordance with the schedule for submittal of Bonds and Agreements.

2. Additionally, refer to Article 2. PRELIMINARY MATTERS, Paragraph SC-2.01 B of the General Conditions.

SC-6.01

Insert these sentences following SC-6.01.A of the General Conditions:

"The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the Massachusetts Division of Insurance. The CONTRACTOR shall pay the premiums for such Bonds."

SC-6.02

Add the following paragraph to paragraph 6.02N:

"The Contractor shall immediately stop work on the Project and shall not resume work until the Contractor provides evidence, to the Owner and Engineer, in the form of an acceptable insurance certificate, of new insurance coverage that replaces all cancelled coverage that is required for the Project."

SC-6.03

Add the following paragraphs to SC-6.03B of the General Conditions:

"6. If the aggregate limits of liability indicated in Contractor's insurance provided in accordance with paragraph 6.03 are not sufficient to cover all claims for damages arising from its operations under this Contract and from any other work performed by it or if the commercial general liability insurance policy of insurance does not provide that the general aggregate limits apply on a per project and per location basis, Contractor shall have the policy amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this Contract.

7. Include by endorsement that the insurer shall waive all rights of subrogation in favor of the Owner, Engineer and any other party named in the written contract against whom the insurer must agree to waive rights of subrogation."

Insert "railroad protective liability" in line 2 of paragraph 6.03C.

Insert "except employer's liability" after the word "insureds" in line 1 of paragraph 6.03C.1.

Add the following paragraphs after 6.03C:

"D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	**Policy limits of not less than:**
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Bodily Injury by Accident	$1,000,000
Bodily Injury by Disease – policy limit	$1,000,000
Bodily Injury by Disease – each	$1,000,000
Umbrella Liability – all limits	$3,000,000

E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

   a. Such insurance must be maintained for three years after final payment.

   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10, CG 20 33 and CG 20 37 or insurer's endorsement offering similar coverage. If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 or insurer's endorsement offering similar coverage.

8. Independent Contractors Coverage.

G. *Commercial General Liability—Excluded Content:* The commercial general liability

insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
Bodily Injury – Each Occurrence	$1,000,000
Bodily Injury – Aggregate	$3,000,000
Products and Completed Operations – Each Occurrence (bodily injury and property damage)	$1,000,000
Products and Completed Operations* – Aggregate	$3,000,000
Products and Completed Operations – Operations	$1,000,000
Property Damage Liability — Each Occurrence (including coverage for XCU hazards)	$1,000,000
Property Damage Liability — Aggregate (including coverage for XCU hazards)	$3,000,000
Personal Injury, with Employment Exclusion deleted	$3,000,000
* Products and Completed Operations insurance shall be maintained for a minimum period of 2 years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned.	

I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury – Each Person	$1,000,000
Bodily Injury – Each Accident	$1,000,000
Property Damage – Each Accident	$1,000,000

J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
General Aggregate	$3,000,000

K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limits equivalent to those required in paragraph 6.03Jafter accounting for partial attribution of its limits to underlying policies, as allowed above.

L. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	$2,000,000
General Aggregate	$2,000,000

M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

N. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	$N/A
Aggregate	$N/A

O. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	$500,000

SC-6.04

Delete Article 6.04 of the General Conditions in its entirety.

SC-6.05

Amend the last sentence of paragraph 6.05A of the General Conditions by striking out the words "held by Owner or Contractor as trustee or fiduciary, or."

SC-6.07

Add the following paragraph 6.07 after paragraph 6.06 of the General Conditions:

"6.07 Owner's Objections to Contractor's Insurance Coverage

A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this Article 6 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing

thereof within thirty days of the date of delivery of such certificates to Owner in accordance with paragraph 6.02D. Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request."

ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES

SC-7.02

Delete paragraph 7.02B of the General Conditions in its entirety and replace with the following:

"B. At the site of the Work the Contractor shall employ a full-time construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who will be continued in the capacity for the particular job involved unless the representative ceases to be on the Contractor's payroll. If at any time during the Work the representative is deemed by the Engineer to be no longer acceptable, the representative shall be promptly replaced by the Contractor. All communications to the superintendent or foreman shall be as binding as if given to the Contractor."

SC-7.08

Delete the second sentence in paragraph 7.08A of the General Conditions.

SC-7.13

In line 3 of paragraph 7.13G of the General Conditions change “Supplementary Conditions” to “Contract Documents”.

SC-7.16

In paragraph 7.16C.1 of the General Conditions, delete the word “timely” from the first line.

In paragraph 7.16E.1.b of the General Conditions, delete the word “timely” from the first line.

SC-7.18

Change the phrase “negligent act or omission” to “negligent or wrongful act or omission” in line 11 of paragraph 7.18A of the General Conditions.

Add the following to the end of paragraph 7.18A of the General Conditions:

“The Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the Engineer and Owner against judgments suffered because of the Contractor's work and to assume the cost of defending the Engineer and Owner against claims as described in the foregoing paragraph."

ARTICLE 9. OWNER'S RESPONSIBILITIES

SC-9.02

Delete the phrase “provided Contractor makes no reasonable objection to the replacement engineer” in paragraph 9.02A of the General Conditions.

SC-9.06

Delete paragraph 9.06A of the General Conditions in its entirety.

SC-9.09

Insert the following after the first sentence of paragraph 9.09A of the General Conditions:

“However, the Owner shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

ARTICLE 10. ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.01

Add a new paragraph 10.01B after paragraph 10.01A of the General Conditions, which is to read as follows:

"B. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the Engineer and Contractor, (2) between the Owner and a Subcontractor or Subcontractors, or (3) between any person or entities other than the Owner and Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Engineer's duties."

SC-10.02

Insert the following at the end of paragraph 10.02B of the General Conditions:

“However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

SC-10.03

Delete the last sentence of paragraph 10.03B.

SC-10.07

Insert the following after the first sentence of paragraph 10.07B of the General Conditions:

“However, the Engineer shall have the right to direct the Contractor to perform the Work according

to any sequence schedule set forth in the Contract Documents or established pursuant thereto."

ARTICLE 13. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

Delete Article 13 of the General Conditions in its entirety and replace with the following:

"A. The unit price of an item of Unit Price work shall be subject to reevaluation and adjustment under the following conditions:

(1) If the total extended bid price [Estimated Quantity times the Bid Unit Price] of a particular item of Unit Price Work amounts to 5 percent or more of the Original Contract Price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement; and

(2) If there is no corresponding adjustment with respect to any other item of work; and

(3) If Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 12 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed. If Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner shall be entitled to an adjustment in the unit price in an amount determined by the Engineer. Engineer shall not be liable in connection with any determination relating to adjustments which is rendered in good faith."

ARTICLE 14. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.03

Delete the word "Prompt" at the beginning of paragraph 14.03C of the General Conditions.

SC-14.07

Revise paragraph 14.07A of the General Conditions as follows:

A. Delete the word "seven" and replace it with the word "ten" so that it reads "after ten days' written notice to Contractor."

ARTICLE 15. PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01

Delete paragraph 15.01B.4 of the General Conditions and insert the following in its place:

"4. Retainage with respect to progress payments will be five percent or, if stipulated, the maximum allowed by law."

Delete the word “immediate” from line 2 of subparagraph 15.01E.2 of the General Conditions.

Delete subparagraph 15.01E.3 of the General Conditions in its entirety.

SC-15.02

Delete paragraph 15.02A in its entirety and insert the following in its place:

"A. Contractor warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than at the time of Application for Payment free and clear of all liens. Contractor shall provide written transfer of title and a certified paid invoice provided by the supplier."

SC-15.03

Delete the third sentence of paragraph 15.03C of the General conditions and replace it with the following:

> “Owner shall review the preliminary certificate and make written objection to Engineer as to any provisions of the certificate or attached punch list.”

In the same paragraph, delete the phrase “within 14 days after submission of the preliminary certificate to Owner” in the fourth sentence; delete the phrase “within said 14 days” in the fifth sentence.

SC-15.06

Delete from lines 5 and 6 of paragraph 15.06B of the General Conditions the phrase “within 10 days after receipt of the final Application for Payment,” in the first sentence.

SC-15.08

Delete paragraph 15.08A of the General Conditions and insert the following in its place:

“A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: (i) correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other work or the work of others therefrom. If Contractor does not begin the repairs within ten (10) days of receipt of written notification and promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk, loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all claims, costs,

losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor."

ARTICLE 16. SUSPENSION OF WORK AND TERMINATION

SC-16.02

Add a new paragraph immediately after paragraph 16.02 A.4 of the General Conditions which is to read as follows:

"5. If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet, without the previous written consent of Owner, or if the contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified."

ARTICLE 18. MISCELLANEOUS

SC-18.08

Replace paragraph 18.08A with the following:

"A. The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder until thirty (30) days prior notice in writing has been given to the Owner of the intention to assign, which notice shall state the identity and address of the prospective assignee. No assignment shall be made without the Owner's prior written consent. Such consent shall not be unreasonably withheld. In case the Contractor assigns all or any part of the moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract."

SC-18.11, 18.12, 18.13, 18.14

Add the following new paragraphs after paragraph 18.10 of the General Conditions:

"18.11 Liability

It is understood and agreed that members of the Owner or any agent or employees of the Owner signing this Agreement shall not be personally liable hereunder for any action incurred in connection with this Agreement.

18.12 State Statutes and Regulations

See Section 00830 of these Specifications for further modifications of the General Conditions due to state statutes and regulations.

18.13 Severability

If any provision of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and of such terms and conditions, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law."

END OF SECTION

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SECTION 00830

STATE STATUTES AND REGULATIONS
COMMONWEALTH OF MASSACHUSETTS

A. REVISIONS TO GENERAL CONDITIONS

1. Definitions
2. Subsurface Conditions Found Different
3. Proprietary Specifications
4. Substitutions and "Or Equals" – Contractor's Expense
5. Subcontracting
6. Permits
7. Massachusetts Sales and Use Tax
8. Contractor Records
9. Engineer's Decisions on Requirements of Contract Documents and Acceptability of Work
10. Change of Contract Price
11. Payments
12. Suspension of Work and Termination
13. Special Requirements for Hazardous Wastes Contracts
14. Labor Classifications and Prevailing Wage Rates
15. Contractor's Surety

B. OTHER REGULATORY REQUIREMENTS

1. Working Hours
2. DEP Community Sound Level Criteria
3. OSHA 10 Hour Certification Requirements

ATTACHMENT A

Prevailing Wage Rates

ATTACHMENT B

Excerpts from Chapter 149, Chapter 30 and Chapter 82 of the Massachusetts General Law

ATTACHMENT C

Change Orders

A. REVISIONS TO GENERAL CONDITIONS:

1. Definitions

The term "Awarding Authority," as used herein, shall be considered to be synonymous with the term "Owner," described in definition 1.01 A.30.

Delete definition 1.01 A.42 entitled "Substantial Completion" in the General Conditions in its entirety and insert the following in its place:

"Substantial Completion shall be interpreted in accordance with Massachusetts General Law (MGL) c. 30, §39G or 39K as appropriate."

2. Subsurface Conditions Found Different

Add the following sentence to the end of paragraph 5.04A of the General Conditions:

"...to do so. Adjustments resulting from subsurface or latent physical conditions will be in accordance with MGL c. 30, §39N."

3. Proprietary Specifications

Revise the third sentence of Paragraph 7.05A of the General Conditions to read as follows:

"Unless the specification indicates that a proprietary item is called for, other items of material or equipment or material or equipment of other suppliers may be submitted to Engineer for review under the circumstances described below, and in accordance with MGL c. 30, §39M."

4. Substitutions and "Or Equals" – Contractor's Expense

Insert the following at the beginning of Paragraphs 7.05B and 7.06E of the General Conditions:

"Except as required by and indicated in the specifications and contract documents pursuant to MGL. c. 149, §44F,".

5. Subcontracting

Add the following language at the end of paragraph 7.06J of the General Conditions:

", except as required otherwise by MGL c. 149, §44F, for Work governed by MGL c. 149, §44A through 44H."

6. Permits

Delete paragraph 7.09A of the General Conditions in its entirety and insert the following in its place:

"A. Unless otherwise provided for in Section 00890 PERMITS, the Awarding Authority shall be responsible for identifying and obtaining all federal, state, and local permits required by the nature and location of construction, including but not limited to railroad permits, building construction permits, and permits for street and highway cuts and openings. Contractor shall be responsible for obtaining all permits required of its equipment, work force, or particular operations (such as blasting) in the performance of the Work and not otherwise specified to be obtained by the Awarding Authority. These permit fees shall be paid by Contractor. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of bids, or, if there are no Bids, on the Effective Date of the Agreement."

7. Massachusetts Sales and Use Tax

Add the following paragraph after paragraph 7.10A of the General Conditions:

"B. The materials and supplies to be used by the Contractor in the Work of this Contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts. The Awarding Authority tax exemption certificate number will be furnished to the Contractor."

8. Contractor Records

Add a new paragraph immediately after paragraph 7.11C of the General Conditions, which is to read as follows:

"D. The Contractor shall comply with all applicable provisions Chapter 30, Section 39R of the Massachusetts General Laws regarding, Contractor's records."

9. Engineer's Decisions on Requirements of Contract Documents and Acceptability of Work

Add the following language at the end of paragraph 10.06A of the General Conditions:

"The Engineer's interpretation will be made in accordance with the requirements of MGL c. 30, §39P."

10. Change of Contract Price

Delete paragraphs 11.07, 13.01, 13.02 and 13.03 of the General Conditions, having to do with Change of Contract Price. Changes in contract price will be governed by the section called "Change Orders," in Attachment D, Section 00830 and Article 13 in the

Supplementary Conditions.

11. Payments

Add the following paragraph after Paragraph 15.01B.4 of the General Conditions:

"5. The Contractor shall submit Weekly Payroll Records Report and Statement of Compliance verifying compliance with the Minimum Prevailing Wage Law, MGL c. 149, §26-27H. These Statements of Compliance shall be submitted as a condition of payment for work performed during the period the reports apply."

Delete paragraph 15.01C.1 of the General Conditions in its entirety and insert the following in its place:

"1. Progress Payments will be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

Delete paragraph 15.01D.1 of the General Conditions in its entirety and replace it with the following:

"1. Payment shall be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

Add the following new paragraph following paragraph 15.01D.1 of the General Conditions:

"2. The Contractor shall make payments to Subcontractors in accordance with the requirements of MGL c. 30, §39F."

Delete paragraph 15.06B of the General Conditions in its entirety and insert the following in its place:

"*Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of the Engineer's observation of the Work during construction and final inspection and, upon the Engineer's review of the final Application for Payment and accompanying documentation, the Engineer is satisfied that the Work has been completed and that the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will indicate in writing its recommendation of payment and present the Application to the Awarding Authority for payment. Thereupon the Engineer will give written notice to the Awarding Authority and the Contractor that the Work is acceptable subject to the provisions of paragraph 15.07. Otherwise, the Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment. In such case the Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, the Awarding Authority shall in accordance with the applicable provisions of the Massachusetts General Laws, make payment to the Contractor."

Delete paragraph 15.06E of the General Conditions in its entirety and replace it with the following:

"1. Payment shall be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

12. Suspension of Work and Termination

Delete paragraph 16.01A of the General Conditions in its entirety and insert the following in its place:

"A. The Awarding Authority may order, at any time and without cause, the Contractor to suspend or delay the Work in accordance with MGL c. 30, §39O."

13. Special Requirements for Hazardous Wastes Contracts

Add the following at the end of the first sentence of Paragraph 18.14 of the General Conditions:

", and to the "Rules and Regulations for the Prevention of Accidents in Construction Operations Chapter 454 CMR (Code of Massachusetts Regulations) 10.00 et seq."

14. Labor Classifications and Prevailing Wage Rates

Add the following paragraphs under the heading "Prevailing Wage Rates" after paragraph 18.14 of the Supplementary Conditions:

"18.15 Prevailing Wage Rates

A. Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of MGL c. 149, §26-27H apply to this project. A copy of the wage schedule is included in Attachment A of Section 00830. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the Director. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Awarding Authority of its intention to employ persons in trades or occupations not classified in the wage determinations as soon as possible in order to allow sufficient time for the Awarding Authority to obtain approved rates for such trades or occupations.

B. The schedule of wages referred to above are minimum rates only, and the Awarding Authority will not consider any claims for additional compensation made by Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in the Contract.

C. The said schedule of wages shall continue to be the minimum rates to be paid during the life of this Agreement, except in the case of the duration of this Agreement exceeding one year, when the Contractor will be responsible for requesting and obtaining updated prevailing wage rates from the Owner before the one-year anniversary of the project's start date, and a legible copy of said schedule shall be kept posted in a conspicuous place at the site of the Work.

D. Contractor and subcontractors shall submit a copy of weekly payroll records to the Awarding Authority and the Awarding Authority shall retain the records for a minimum of three years."

15. Contractor's Surety

Add the following sentences at the end of paragraph 6.01A:

"The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the Massachusetts Division of Insurance**.** The Contractor shall pay the premiums for such Bonds."

B. OTHER REGULATORY REQUIREMENTS:

1. Working Hours

No laborer, workman, mechanic, foreman, or inspector, working within the Commonwealth, in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency.

2. DEP Community Sound Level Criteria

The Community Sound Level Criteria as established by the Commonwealth of Massachusetts' Department of Environmental Protection (DEP) must be conformed to prior to the Awarding Authority's acceptance of the structure. The following sound level criteria must be met at the construction site:

A. The increase in the broadband noise level shall not be in excess of ten (10) dB(A) above ambient at the station boundary. The ambient level is defined as the A-weighted noise level that is exceeded ninety (90) percent of the time measured during the period in question.

B. The primary noise source(s) shall not produce a puretone condition. Puretone is any given octave band center frequency that exceeds the two adjacent center frequencies by three (3) or more decibels.

3. OSHA 10 Hour Certification Requirements

All employees of the Contractor who work at the jobsite must have received OSHA 10 Hour safety training, and have proof, at the jobsite, of being certified by OSHA as having received the training. The Contractor must provide written proof (copy of OSHA card each employee is required to carry is preferred) of this certification for every employee with submission of the first certified payroll report for each employee.

END OF SECTION

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SECTION 00830

ATTACHMENT A

PREVAILING WAGE RATES

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H

MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Billerica, Massachusetts

Contract Number: TBD **City/Town:** BILLERICA

Description of Work: The Town of Billerica, Massachusetts will be repairing the drainage system in various locations. Work will consist of trenchless repairs to rehabilitate the drainage system.

Job Location: Poe Road & Tower Farm Road, Billerica, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets form DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27.The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Issue Date: 02/26/2025 **Wage Request Number:** 20250226-047

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$39.95	$15.57	$20.17	$0.00	$75.69
	06/01/2025	$40.95	$15.57	$20.17	$0.00	$76.69
	12/01/2025	$40.95	$15.57	$21.78	$0.00	$78.30
	01/01/2026	$40.95	$16.17	$21.78	$0.00	$78.90
	06/01/2026	$41.95	$16.17	$21.78	$0.00	$79.90
	12/01/2026	$41.95	$16.17	$23.52	$0.00	$81.64
	01/01/2027	$41.95	$16.77	$23.52	$0.00	$82.24
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.02	$15.57	$20.17	$0.00	$75.76
	06/01/2025	$41.02	$15.57	$20.17	$0.00	$76.76
	12/01/2025	$41.02	$15.57	$21.78	$0.00	$78.37
	01/01/2026	$41.02	$16.17	$21.78	$0.00	$78.97
	06/01/2026	$42.02	$16.17	$21.78	$0.00	$79.97
	12/01/2026	$42.02	$16.17	$23.52	$0.00	$81.71
	01/01/2027	$42.02	$16.77	$23.52	$0.00	$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.14	$15.57	$20.17	$0.00	$75.88
	06/01/2025	$41.14	$15.57	$20.17	$0.00	$76.88
	12/01/2025	$41.14	$15.57	$21.78	$0.00	$78.49
	01/01/2026	$41.14	$16.17	$21.78	$0.00	$79.09
	06/01/2026	$42.14	$16.17	$21.78	$0.00	$80.09
	12/01/2026	$42.14	$16.17	$23.52	$0.00	$81.83
	01/01/2027	$42.14	$16.77	$23.52	$0.00	$82.43
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 1)*	01/01/2024	$117.16	$10.08	$24.29	$0.00	$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR *LABORERS - ZONE 2*	12/01/2024	$40.61	$9.65	$17.70	$0.00	$67.96
	06/01/2025	$42.00	$9.65	$17.70	$0.00	$69.35
	12/01/2025	$43.38	$9.65	$17.70	$0.00	$70.73
	06/01/2026	$44.82	$9.65	$17.70	$0.00	$72.17
	12/01/2026	$46.26	$9.65	$17.70	$0.00	$73.61
	06/01/2027	$47.71	$9.65	$17.70	$0.00	$75.06
	12/01/2027	$49.16	$9.65	$17.70	$0.00	$76.51
	06/01/2028	$50.66	$9.65	$17.70	$0.00	$78.01
	12/01/2028	$52.16	$9.65	$17.70	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$40.61	$9.65	$17.80	$0.00	$68.06
	06/01/2025	$42.00	$9.65	$17.80	$0.00	$69.45
	12/01/2025	$43.38	$9.65	$17.80	$0.00	$70.83
	06/01/2026	$44.82	$9.65	$17.80	$0.00	$72.27
	12/01/2026	$46.26	$9.65	$17.80	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	12/01/2024	$42.80	$14.50	$11.05	$0.00	$68.35
	06/01/2025	$43.80	$14.50	$11.05	$0.00	$69.35
	12/01/2025	$44.80	$14.50	$11.05	$0.00	$70.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER *LABORERS - ZONE 2*	12/01/2024	$40.11	$9.65	$17.70	$0.00	$67.46
	06/01/2025	$41.50	$9.65	$17.70	$0.00	$68.85
	12/01/2025	$42.88	$9.65	$17.70	$0.00	$70.23
	06/01/2026	$44.32	$9.65	$17.70	$0.00	$71.67
	12/01/2026	$45.76	$9.65	$17.70	$0.00	$73.11
	06/01/2027	$47.21	$9.65	$17.70	$0.00	$74.56
	12/01/2027	$48.66	$9.65	$17.70	$0.00	$76.01
	06/01/2028	$50.16	$9.65	$17.70	$0.00	$77.51
	12/01/2028	$51.66	$9.65	$17.70	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$40.11	$9.65	$17.80	$0.00	$67.56
	06/01/2025	$41.50	$9.65	$17.80	$0.00	$68.95
	12/01/2025	$42.88	$9.65	$17.80	$0.00	$70.33
	06/01/2026	$44.32	$9.65	$17.80	$0.00	$71.77
	12/01/2026	$45.76	$9.65	$17.80	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$57.03	$15.55	$16.50	$0.00	$89.08
	06/01/2025	$58.33	$15.55	$16.50	$0.00	$90.38
	12/01/2025	$59.78	$15.55	$16.50	$0.00	$91.83
	06/01/2026	$61.08	$15.55	$16.50	$0.00	$93.13
	12/01/2026	$62.53	$15.55	$16.50	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$57.03	$15.55	$16.50	$0.00	$89.08
	06/01/2025	$58.33	$15.55	$16.50	$0.00	$90.38
	12/01/2025	$59.78	$15.55	$16.50	$0.00	$91.83
	06/01/2026	$61.08	$15.55	$16.50	$0.00	$93.13
	12/01/2026	$62.53	$15.55	$16.50	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER *LABORERS - ZONE 2*	12/01/2024	$40.11	$9.65	$17.70	$0.00	$67.46
	06/01/2025	$41.50	$9.65	$17.70	$0.00	$68.85
	12/01/2025	$42.88	$9.65	$17.70	$0.00	$70.23
	06/01/2026	$44.32	$9.65	$17.70	$0.00	$71.67
	12/01/2026	$45.76	$9.65	$17.70	$0.00	$73.11
	06/01/2027	$47.21	$9.65	$17.70	$0.00	$74.56
	12/01/2027	$48.66	$9.65	$17.70	$0.00	$76.01
	06/01/2028	$50.16	$9.65	$17.70	$0.00	$77.51
	12/01/2028	$51.66	$9.65	$17.70	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 2*	12/01/2024	$40.61	$9.65	$17.70	$0.00	$67.96
	06/01/2025	$42.00	$9.65	$17.70	$0.00	$69.35
	12/01/2025	$43.38	$9.65	$17.70	$0.00	$70.73
	06/01/2026	$44.82	$9.65	$17.70	$0.00	$72.17
	12/01/2026	$46.26	$9.65	$17.70	$0.00	$73.61
	06/01/2027	$47.71	$9.65	$17.70	$0.00	$75.06
	12/01/2027	$49.16	$9.65	$17.70	$0.00	$76.51
	06/01/2028	$50.66	$9.65	$17.70	$0.00	$78.01
	12/01/2028	$52.16	$9.65	$17.70	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$40.61	$9.65	$17.80	$0.00	$68.06
	06/01/2025	$42.00	$9.65	$17.80	$0.00	$69.45
	12/01/2025	$43.38	$9.65	$17.80	$0.00	$70.83
	06/01/2026	$44.82	$9.65	$17.80	$0.00	$72.27
	12/01/2026	$46.26	$9.65	$17.80	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER *BOILERMAKERS LOCAL 29*	01/01/2024	$48.12	$7.07	$20.60	$0.00	$75.79

Apprentice - *BOILERMAKER - Local 29*

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	$31.28	$7.07	$13.22	$0.00	$51.57
2	65	$31.28	$7.07	$13.22	$0.00	$51.57
3	70	$33.68	$7.07	$14.23	$0.00	$54.98
4	75	$36.09	$7.07	$15.24	$0.00	$58.40
5	80	$38.50	$7.07	$16.25	$0.00	$61.82
6	85	$40.90	$7.07	$17.28	$0.00	$65.25
7	90	$43.31	$7.07	$18.28	$0.00	$68.66
8	95	$45.71	$7.07	$19.32	$0.00	$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (LOWELL)*	02/01/2025	$63.66	$11.49	$22.90	$0.00	$98.05
	08/01/2025	$65.81	$11.49	$22.90	$0.00	$100.20
	02/01/2026	$67.16	$11.49	$22.90	$0.00	$101.55
	08/01/2026	$69.36	$11.49	$22.90	$0.00	$103.75
	02/01/2027	$70.76	$11.49	$22.90	$0.00	$105.15

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *BRICK/PLASTER/CEMENT MASON - Local 3 Lowell*

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$31.83	$11.49	$22.90	$0.00	$66.22
2	60	$38.20	$11.49	$22.90	$0.00	$72.59
3	70	$44.56	$11.49	$22.90	$0.00	$78.95
4	80	$50.93	$11.49	$22.90	$0.00	$85.32
5	90	$57.29	$11.49	$22.90	$0.00	$91.68

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$32.91	$11.49	$22.90	$0.00	$67.30
2	60	$39.49	$11.49	$22.90	$0.00	$73.88
3	70	$46.07	$11.49	$22.90	$0.00	$80.46
4	80	$52.65	$11.49	$22.90	$0.00	$87.04
5	90	$59.23	$11.49	$22.90	$0.00	$93.62

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$16.50	$0.00	$88.45
	06/01/2025	$57.68	$15.55	$16.50	$0.00	$89.73
	12/01/2025	$59.12	$15.55	$16.50	$0.00	$91.17
	06/01/2026	$60.40	$15.55	$16.50	$0.00	$92.45
	12/01/2026	$61.84	$15.55	$16.50	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2024	$48.10	$9.65	$18.22	$0.00	$75.97
	06/01/2025	$49.60	$9.65	$18.22	$0.00	$77.47
	12/01/2025	$51.10	$9.65	$18.22	$0.00	$78.97
	06/01/2026	$52.65	$9.65	$18.22	$0.00	$80.52
	12/01/2026	$54.15	$9.65	$18.22	$0.00	$82.02
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2024	$46.95	$9.65	$18.22	$0.00	$74.82
	06/01/2025	$48.45	$9.65	$18.22	$0.00	$76.32
	12/01/2025	$49.95	$9.65	$18.22	$0.00	$77.82
	06/01/2026	$51.50	$9.65	$18.22	$0.00	$79.37
	12/01/2026	$53.00	$9.65	$18.22	$0.00	$80.87
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2024	$47.28	$9.65	$18.22	$0.00	$75.15
	06/01/2025	$48.78	$9.65	$18.22	$0.00	$76.65
	12/01/2025	$50.28	$9.65	$18.22	$0.00	$78.15
	06/01/2026	$51.83	$9.65	$18.22	$0.00	$79.70
	12/01/2026	$53.33	$9.65	$18.22	$0.00	$81.20
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR	12/01/2024	$40.11	$9.65	$17.70	$0.00	$67.46
LABORERS - ZONE 2	06/01/2025	$41.50	$9.65	$17.70	$0.00	$68.85
	12/01/2025	$42.88	$9.65	$17.70	$0.00	$70.23
	06/01/2026	$44.32	$9.65	$17.70	$0.00	$71.67
	12/01/2026	$45.76	$9.65	$17.70	$0.00	$73.11
	06/01/2027	$47.21	$9.65	$17.70	$0.00	$74.56
	12/01/2027	$48.66	$9.65	$17.70	$0.00	$76.01
	06/01/2028	$50.16	$9.65	$17.70	$0.00	$77.51
	12/01/2028	$51.66	$9.65	$17.70	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"						
CARPENTER	09/01/2024	$48.37	$9.83	$19.97	$0.00	$78.17
CARPENTERS -ZONE 2 (Eastern Massachusetts)	03/01/2025	$49.62	$9.83	$19.97	$0.00	$79.42
	09/01/2025	$50.87	$9.83	$19.97	$0.00	$80.67
	03/01/2026	$52.12	$9.83	$19.97	$0.00	$81.92
	09/01/2026	$53.37	$9.83	$19.97	$0.00	$83.17
	03/01/2027	$54.62	$9.83	$19.97	$0.00	$84.42

Apprentice - *CARPENTER - Zone 2 Eastern MA*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	$21.77	$9.83	$1.73	$0.00	$33.33
2	45	$21.77	$9.83	$1.73	$0.00	$33.33
3	55	$26.60	$9.83	$3.40	$0.00	$39.83
4	55	$26.60	$9.83	$3.40	$0.00	$39.83
5	70	$33.86	$9.83	$16.51	$0.00	$60.20
6	70	$33.86	$9.83	$16.51	$0.00	$60.20
7	80	$38.70	$9.83	$18.24	$0.00	$66.77
8	80	$38.70	$9.83	$18.24	$0.00	$66.77

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	$22.33	$9.83	$1.73	$0.00	$33.89
2	45	$22.33	$9.83	$1.73	$0.00	$33.89
3	55	$27.29	$9.83	$3.40	$0.00	$40.52
4	55	$27.29	$9.83	$3.40	$0.00	$40.52
5	70	$34.73	$9.83	$16.51	$0.00	$61.07
6	70	$34.73	$9.83	$16.51	$0.00	$61.07
7	80	$39.70	$9.83	$18.24	$0.00	$67.77
8	80	$39.70	$9.83	$18.24	$0.00	$67.77

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME *CARPENTERS-ZONE 3 (Wood Frame)*	10/01/2024	$26.65	$7.02	$4.80	$0.00	$38.47
	10/01/2025	$27.75	$7.02	$4.80	$0.00	$39.57
	10/01/2026	$28.85	$7.02	$4.80	$0.00	$40.67

All Aspects of New Wood Frame Work

Apprentice - *CARPENTER (Wood Frame) - Zone 3*

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$15.99	$7.02	$0.00	$0.00	$23.01
2	60	$15.99	$7.02	$0.00	$0.00	$23.01
3	65	$17.32	$7.02	$1.00	$0.00	$25.34
4	70	$18.66	$7.02	$1.00	$0.00	$26.68
5	75	$19.99	$7.02	$4.80	$0.00	$31.81
6	80	$21.32	$7.02	$4.80	$0.00	$33.14
7	85	$22.65	$7.02	$4.80	$0.00	$34.47
8	90	$23.99	$7.02	$4.80	$0.00	$35.81

Effective Date - 10/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$16.65	$7.02	$0.00	$0.00	$23.67
2	60	$16.65	$7.02	$0.00	$0.00	$23.67
3	65	$18.04	$7.02	$1.00	$0.00	$26.06
4	70	$19.43	$7.02	$1.00	$0.00	$27.45
5	75	$20.81	$7.02	$4.80	$0.00	$32.63
6	80	$22.20	$7.02	$4.80	$0.00	$34.02
7	85	$23.59	$7.02	$4.80	$0.00	$35.41
8	90	$24.98	$7.02	$4.80	$0.00	$36.80

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (LOWELL)*	07/01/2024	$49.19	$13.35	$24.21	$1.80	$88.55

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CEMENT MASONRY/PLASTERING - Lowell*

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.60	$13.35	$16.43	$0.00	$54.38
2	60	$29.51	$13.35	$19.21	$1.80	$63.87
3	65	$31.97	$13.35	$20.21	$1.80	$67.33
4	70	$34.43	$13.35	$21.21	$1.80	$70.79
5	75	$36.89	$13.35	$22.21	$1.80	$74.25
6	80	$39.35	$13.35	$23.21	$1.80	$77.71
7	90	$44.27	$13.35	$24.21	$1.80	$83.63

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR *LABORERS - ZONE 2*	12/01/2024	$40.11	$9.65	$17.70	$0.00	$67.46
	06/01/2025	$41.50	$9.65	$17.70	$0.00	$68.85
	12/01/2025	$42.88	$9.65	$17.70	$0.00	$70.23
	06/01/2026	$44.32	$9.65	$17.70	$0.00	$71.67
	12/01/2026	$45.76	$9.65	$17.70	$0.00	$73.11
	06/01/2027	$47.21	$9.65	$17.70	$0.00	$74.56
	12/01/2027	$48.66	$9.65	$17.70	$0.00	$76.01
	06/01/2028	$50.16	$9.65	$17.70	$0.00	$77.51
	12/01/2028	$51.66	$9.65	$17.70	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$58.18	$15.55	$16.50	$0.00	$90.23
	06/01/2025	$59.51	$15.55	$16.50	$0.00	$91.56
	12/01/2025	$60.98	$15.55	$16.50	$0.00	$93.03
	06/01/2026	$62.31	$15.55	$16.50	$0.00	$94.36
	12/01/2026	$63.79	$15.55	$16.50	$0.00	$95.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$36.67	$15.55	$16.50	$0.00	$68.72
	06/01/2025	$37.52	$15.55	$16.50	$0.00	$69.57
	12/01/2025	$38.47	$15.55	$16.50	$0.00	$70.52
	06/01/2026	$39.33	$15.55	$16.50	$0.00	$71.38
	12/01/2026	$40.28	$15.55	$16.50	$0.00	$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2025	$58.46	$9.95	$23.95	$0.00	$92.36

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$29.23	$9.95	$0.00	$0.00	$39.18
2	55	$32.15	$9.95	$6.66	$0.00	$48.76
3	60	$35.08	$9.95	$7.26	$0.00	$52.29
4	65	$38.00	$9.95	$7.87	$0.00	$55.82
5	70	$40.92	$9.95	$20.32	$0.00	$71.19
6	75	$43.85	$9.95	$20.93	$0.00	$74.73
7	80	$46.77	$9.95	$21.53	$0.00	$78.25
8	90	$52.61	$9.95	$22.74	$0.00	$85.30

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN *LABORERS - ZONE 2*	12/02/2024	$47.00	$9.65	$18.40	$0.00	$75.05
	06/02/2025	$48.50	$9.65	$18.40	$0.00	$76.55
	12/01/2025	$50.00	$9.65	$18.40	$0.00	$78.05
	06/01/2026	$51.55	$9.65	$18.40	$0.00	$79.60
	12/07/2026	$53.05	$9.65	$18.40	$0.00	$81.10
	06/07/2027	$54.65	$9.65	$18.40	$0.00	$82.70
	12/06/2027	$56.25	$9.65	$18.40	$0.00	$84.30
	06/05/2028	$57.93	$9.65	$18.40	$0.00	$85.98
	12/04/2028	$59.60	$9.65	$18.40	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR *LABORERS - ZONE 2*	12/02/2024	$48.00	$9.65	$18.40	$0.00	$76.05
	06/02/2025	$49.50	$9.65	$18.40	$0.00	$77.55
	12/01/2025	$51.00	$9.65	$18.40	$0.00	$79.05
	06/01/2026	$52.55	$9.65	$18.40	$0.00	$80.60
	12/07/2026	$54.05	$9.65	$18.40	$0.00	$82.10
	06/07/2027	$55.65	$9.65	$18.40	$0.00	$83.70
	12/06/2027	$57.25	$9.65	$18.40	$0.00	$85.30
	06/05/2028	$58.93	$9.65	$18.40	$0.00	$86.98
	12/04/2028	$60.60	$9.65	$18.40	$0.00	$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS *LABORERS - ZONE 2*	12/02/2024	$47.75	$9.65	$18.40	$0.00	$75.80
	06/02/2025	$49.25	$9.65	$18.40	$0.00	$77.30
	12/01/2025	$50.75	$9.65	$18.40	$0.00	$78.80
	06/01/2026	$52.30	$9.65	$18.40	$0.00	$80.35
	12/07/2026	$53.80	$9.65	$18.40	$0.00	$81.85
	06/07/2027	$55.40	$9.65	$18.40	$0.00	$83.45
	12/06/2027	$57.00	$9.65	$18.40	$0.00	$85.05
	06/05/2028	$58.68	$9.65	$18.40	$0.00	$86.73
	12/04/2028	$60.35	$9.65	$18.40	$0.00	$88.40

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER *LABORERS - ZONE 2*	12/02/2024	$48.00	$9.65	$18.40	$0.00	$76.05
	06/02/2025	$49.50	$9.65	$18.40	$0.00	$77.55
	12/01/2025	$51.00	$9.65	$18.40	$0.00	$79.05
	06/01/2026	$52.55	$9.65	$18.40	$0.00	$80.60
	12/07/2026	$54.05	$9.65	$18.40	$0.00	$82.10
	06/07/2027	$55.65	$9.65	$18.40	$0.00	$83.70
	12/06/2027	$57.25	$9.65	$18.40	$0.00	$85.30
	06/05/2028	$58.93	$9.65	$18.40	$0.00	$86.98
	12/04/2028	$60.60	$9.65	$18.40	$0.00	$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR *LABORERS - ZONE 2*	12/02/2024	$47.75	$9.65	$18.40	$0.00	$75.80
	06/02/2025	$49.25	$9.65	$18.40	$0.00	$77.30
	12/01/2025	$50.75	$9.65	$18.40	$0.00	$78.80
	06/01/2026	$52.30	$9.65	$18.40	$0.00	$80.35
	12/07/2026	$53.80	$9.65	$18.40	$0.00	$81.85
	06/07/2027	$55.40	$9.65	$18.40	$0.00	$83.45
	12/06/2027	$57.00	$9.65	$18.40	$0.00	$85.05
	06/05/2028	$58.68	$9.65	$18.40	$0.00	$86.73
	12/04/2028	$60.35	$9.65	$18.40	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER *LABORERS - ZONE 2*	12/02/2024	$47.00	$9.65	$18.40	$0.00	$75.05
	06/02/2025	$48.50	$9.65	$18.40	$0.00	$76.55
	12/01/2025	$50.00	$9.65	$18.40	$0.00	$78.05
	06/01/2026	$51.55	$9.65	$18.40	$0.00	$79.60
	12/07/2026	$53.05	$9.65	$18.40	$0.00	$81.10
	06/07/2027	$54.65	$9.65	$18.40	$0.00	$82.70
	12/06/2027	$56.25	$9.65	$18.40	$0.00	$84.30
	06/05/2028	$57.93	$9.65	$18.40	$0.00	$85.98
	12/04/2028	$59.60	$9.65	$18.40	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$16.50	$0.00	$88.45
	06/01/2025	$57.68	$15.55	$16.50	$0.00	$89.73
	12/01/2025	$59.12	$15.55	$16.50	$0.00	$91.17
	06/01/2026	$60.40	$15.55	$16.50	$0.00	$92.45
	12/01/2026	$61.84	$15.55	$16.50	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2024	$78.11	$10.08	$21.66	$0.00	$109.85
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A $69.83, 3A $91.79,4A $102.14 Total Rate						
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2024	$55.79	$10.08	$24.29	$0.00	$90.16
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A $54.20, 3A $73.93,4A $82.05 Total Rate						
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2024	$83.69	$10.08	$24.29	$0.00	$118.06
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2024	$117.16	$10.08	$24.29	$0.00	$151.53
DRAWBRIDGE OPERATOR (Construction) *DRAWBRIDGE - SEIU LOCAL 888*	07/01/2020	$26.77	$6.67	$3.93	$0.16	$37.53
ELECTRICIAN *ELECTRICIANS LOCAL 103*	09/01/2024	$63.78	$13.00	$22.26	$0.00	$99.04
	03/01/2025	$64.98	$13.00	$22.30	$0.00	$100.28
	09/01/2025	$66.89	$13.00	$22.36	$0.00	$102.25
	03/01/2026	$68.09	$13.00	$22.39	$0.00	$103.48
	09/01/2026	$70.00	$13.00	$22.45	$0.00	$105.45
	03/01/2027	$71.19	$13.00	$22.49	$0.00	$106.68
	09/01/2027	$73.11	$13.00	$22.54	$0.00	$108.65
	03/01/2028	$74.31	$13.00	$22.58	$0.00	$109.89

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$25.51	$13.00	$0.77	$0.00	$39.28
2	40	$25.51	$13.00	$0.77	$0.00	$39.28
3	45	$28.70	$13.00	$16.69	$0.00	$58.39
4	45	$28.70	$13.00	$16.69	$0.00	$58.39
5	50	$31.89	$13.00	$17.20	$0.00	$62.09
6	55	$35.08	$13.00	$17.70	$0.00	$65.78
7	60	$38.27	$13.00	$18.21	$0.00	$69.48
8	65	$41.46	$13.00	$18.71	$0.00	$73.17
9	70	$44.65	$13.00	$19.22	$0.00	$76.87
10	75	$47.84	$13.00	$19.74	$0.00	$80.58

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$25.99	$13.00	$0.78	$0.00	$39.77
2	40	$25.99	$13.00	$0.78	$0.00	$39.77
3	45	$29.24	$13.00	$16.71	$0.00	$58.95
4	45	$29.24	$13.00	$16.71	$0.00	$58.95
5	50	$32.49	$13.00	$17.21	$0.00	$62.70
6	55	$35.74	$13.00	$17.72	$0.00	$66.46
7	60	$38.99	$13.00	$18.23	$0.00	$70.22
8	65	$42.24	$13.00	$18.74	$0.00	$73.98
9	70	$45.49	$13.00	$19.24	$0.00	$77.73
10	75	$48.74	$13.00	$19.76	$0.00	$81.50

Notes: :

Apprentice to Journeyworker Ratio:2:3***

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2022	$65.62	$16.03	$20.21	$0.00	$101.86

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4*

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$32.81	$16.03	$0.00	$0.00	$48.84
2	55	$36.09	$16.03	$20.21	$0.00	$72.33
3	65	$42.65	$16.03	$20.21	$0.00	$78.89
4	70	$45.93	$16.03	$20.21	$0.00	$82.17
5	80	$52.50	$16.03	$20.21	$0.00	$88.74

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2022	$45.93	$16.03	$20.21	$0.00	$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$40.11	$9.65	$17.80	$0.00	$67.56
	06/01/2025	$41.50	$9.65	$17.80	$0.00	$68.95
	12/01/2025	$42.88	$9.65	$17.80	$0.00	$70.33
	06/01/2026	$44.32	$9.65	$17.80	$0.00	$71.77
	12/01/2026	$45.76	$9.65	$17.80	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2024	$51.78	$15.30	$16.40	$0.00	$83.48
	05/01/2025	$53.22	$15.30	$16.40	$0.00	$84.92
	11/01/2025	$54.51	$15.30	$16.40	$0.00	$86.21
	05/01/2026	$55.95	$15.30	$16.40	$0.00	$87.65
	11/01/2026	$57.24	$15.30	$16.40	$0.00	$88.94
	05/01/2027	$58.67	$15.30	$16.40	$0.00	$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2024	$53.37	$15.30	$16.40	$0.00	$85.07
	05/01/2025	$54.82	$15.30	$16.40	$0.00	$86.52
	11/01/2025	$56.12	$15.30	$16.40	$0.00	$87.82
	05/01/2026	$57.57	$15.30	$16.40	$0.00	$89.27
	11/01/2026	$58.87	$15.30	$16.40	$0.00	$90.57
	05/01/2027	$60.32	$15.30	$16.40	$0.00	$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2024	$25.37	$15.30	$16.40	$0.00	$57.07
	05/01/2025	$26.22	$15.30	$16.40	$0.00	$57.92
	11/01/2025	$26.98	$15.30	$16.40	$0.00	$58.68
	05/01/2026	$27.83	$15.30	$16.40	$0.00	$59.53
	11/01/2026	$28.59	$15.30	$16.40	$0.00	$60.29
	05/01/2027	$29.44	$15.30	$16.40	$0.00	$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 103*	09/01/2024	$63.78	$13.00	$22.26	$0.00	$99.04
	03/01/2025	$64.98	$13.00	$22.30	$0.00	$100.28
	09/01/2025	$66.89	$13.00	$22.36	$0.00	$102.25
	03/01/2026	$68.09	$13.00	$22.39	$0.00	$103.48
	09/01/2026	$70.00	$13.00	$22.45	$0.00	$105.45
	03/01/2027	$71.19	$13.00	$22.49	$0.00	$106.68
	09/01/2027	$73.11	$13.00	$22.54	$0.00	$108.65
	03/01/2028	$74.31	$13.00	$22.58	$0.00	$109.89
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING*ELECTRICIANS LOCAL 103*	09/01/2024	$51.02	$13.00	$20.24	$0.00	$84.26
	03/01/2025	$51.98	$13.00	$20.27	$0.00	$85.25
	09/01/2025	$53.51	$13.00	$20.32	$0.00	$86.83
	03/01/2026	$54.47	$13.00	$20.34	$0.00	$87.81
	09/01/2026	$56.00	$13.00	$20.39	$0.00	$89.39
	03/01/2027	$56.95	$13.00	$20.42	$0.00	$90.37
	09/01/2027	$58.49	$13.00	$20.46	$0.00	$91.95
	03/01/2028	$59.45	$13.00	$20.49	$0.00	$92.94
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$45.96	$15.55	$16.50	$0.00	$78.01
	06/01/2025	$47.02	$15.55	$16.50	$0.00	$79.07
	12/01/2025	$48.19	$15.55	$16.50	$0.00	$80.24
	06/01/2026	$49.25	$15.55	$16.50	$0.00	$81.30
	12/01/2026	$50.43	$15.55	$16.50	$0.00	$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$27.01	$9.65	$17.80	$0.00	$54.46
	06/01/2025	$28.09	$9.65	$17.80	$0.00	$55.54
	12/01/2025	$28.09	$9.65	$17.80	$0.00	$55.54
	06/01/2026	$29.21	$9.65	$17.80	$0.00	$56.66
	12/01/2026	$29.21	$9.65	$17.80	$0.00	$56.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE I*	09/01/2024	$56.23	$8.83	$20.27	$0.00	$85.33
	03/01/2025	$57.73	$8.83	$20.27	$0.00	$86.83
	09/01/2025	$59.23	$8.83	$20.27	$0.00	$88.33
	03/01/2026	$60.73	$8.83	$20.27	$0.00	$89.83
	09/01/2026	$62.23	$8.83	$20.27	$0.00	$91.33
	03/01/2027	$63.73	$8.83	$20.27	$0.00	$92.83

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *FLOORCOVERER - Local 2168 Zone I*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	$25.30	$8.83	$1.76	$0.00	$35.89
2	45	$25.30	$8.83	$1.76	$0.00	$35.89
3	55	$30.93	$8.83	$3.52	$0.00	$43.28
4	55	$30.93	$8.83	$3.52	$0.00	$43.28
5	70	$39.36	$8.83	$16.75	$0.00	$64.94
6	70	$39.36	$8.83	$16.75	$0.00	$64.94
7	80	$44.98	$8.83	$18.51	$0.00	$72.32
8	80	$44.98	$8.83	$18.51	$0.00	$72.32

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	$25.98	$8.83	$1.76	$0.00	$36.57
2	45	$25.98	$8.83	$1.76	$0.00	$36.57
3	55	$31.75	$8.83	$3.52	$0.00	$44.10
4	55	$31.75	$8.83	$3.52	$0.00	$44.10
5	70	$40.41	$8.83	$16.75	$0.00	$65.99
6	70	$40.41	$8.83	$16.75	$0.00	$65.99
7	80	$46.18	$8.83	$18.51	$0.00	$73.52
8	80	$46.18	$8.83	$18.51	$0.00	$73.52

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$57.03	$15.55	$16.50	$0.00	$89.08
	06/01/2025	$58.33	$15.55	$16.50	$0.00	$90.38
	12/01/2025	$59.78	$15.55	$16.50	$0.00	$91.83
	06/01/2026	$61.08	$15.55	$16.50	$0.00	$93.13
	12/01/2026	$62.53	$15.55	$16.50	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$36.67	$15.55	$16.50	$0.00	$68.72
	06/01/2025	$37.52	$15.55	$16.50	$0.00	$69.57
	12/01/2025	$38.47	$15.55	$16.50	$0.00	$70.52
	06/01/2026	$39.33	$15.55	$16.50	$0.00	$71.38
	12/01/2026	$40.28	$15.55	$16.50	$0.00	$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 35 (ZONE 2)*	01/01/2025	$47.96	$9.95	$23.95	$0.00	$81.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *GLAZIER - Local 35 Zone 2*

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.98	$9.95	$0.00	$0.00	$33.93
2	55	$26.38	$9.95	$6.66	$0.00	$42.99
3	60	$28.78	$9.95	$7.26	$0.00	$45.99
4	65	$31.17	$9.95	$7.87	$0.00	$48.99
5	70	$33.57	$9.95	$20.32	$0.00	$63.84
6	75	$35.97	$9.95	$20.93	$0.00	$66.85
7	80	$38.37	$9.95	$21.53	$0.00	$69.85
8	90	$43.16	$9.95	$22.74	$0.00	$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$57.03	$15.55	$16.50	$0.00	$89.08
	06/01/2025	$58.33	$15.55	$16.50	$0.00	$90.38
	12/01/2025	$59.78	$15.55	$16.50	$0.00	$91.83
	06/01/2026	$61.08	$15.55	$16.50	$0.00	$93.13
	12/01/2026	$62.53	$15.55	$16.50	$0.00	$94.58

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$31.37	$0.00	$0.00	$0.00	$31.37
2	60	$34.22	$15.55	$16.50	$0.00	$66.27
3	65	$37.07	$15.55	$16.50	$0.00	$69.12
4	70	$39.92	$15.55	$16.50	$0.00	$71.97
5	75	$42.77	$15.55	$16.50	$0.00	$74.82
6	80	$45.62	$15.55	$16.50	$0.00	$77.67
7	85	$48.48	$15.55	$16.50	$0.00	$80.53
8	90	$51.33	$15.55	$16.50	$0.00	$83.38

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$32.08	$0.00	$0.00	$0.00	$32.08
2	60	$35.00	$15.55	$16.50	$0.00	$67.05
3	65	$37.91	$15.55	$16.50	$0.00	$69.96
4	70	$40.83	$15.55	$16.50	$0.00	$72.88
5	75	$43.75	$15.55	$16.50	$0.00	$75.80
6	80	$46.66	$15.55	$16.50	$0.00	$78.71
7	85	$49.58	$15.55	$16.50	$0.00	$81.63
8	90	$52.50	$15.55	$16.50	$0.00	$84.55

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2025	$59.69	$14.75	$28.12	$2.98	$105.54
	08/01/2025	$61.54	$14.75	$28.12	$2.98	$107.39
	02/01/2026	$63.49	$14.75	$28.12	$2.98	$109.34
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 103*	09/01/2024	$63.78	$13.00	$22.26	$0.00	$99.04
	03/01/2025	$64.98	$13.00	$22.30	$0.00	$100.28
	09/01/2025	$66.89	$13.00	$22.36	$0.00	$102.25
	03/01/2026	$68.09	$13.00	$22.39	$0.00	$103.48
	09/01/2026	$70.00	$13.00	$22.45	$0.00	$105.45
	03/01/2027	$71.19	$13.00	$22.49	$0.00	$106.68
	09/01/2027	$73.11	$13.00	$22.54	$0.00	$108.65
	03/01/2028	$74.31	$13.00	$22.58	$0.00	$109.89
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2025	$59.69	$14.75	$28.12	$2.98	$105.54
	08/01/2025	$61.54	$14.75	$28.12	$2.98	$107.39
	02/01/2026	$63.49	$14.75	$28.12	$2.98	$109.34
For apprentice rates see "Apprentice- SHEET METAL WORKER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) *PIPEFITTERS LOCAL 537*	09/01/2024	$67.08	$12.70	$21.80	$0.00	$101.58
	03/01/2025	$68.88	$12.70	$21.80	$0.00	$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC *PIPEFITTERS LOCAL 537*	09/01/2024	$67.08	$12.70	$21.80	$0.00	$101.58
	03/01/2025	$68.88	$12.70	$21.80	$0.00	$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS *LABORERS - ZONE 2*	12/01/2024	$40.61	$9.65	$17.70	$0.00	$67.96
	06/01/2025	$42.00	$9.65	$17.70	$0.00	$69.35
	12/01/2025	$43.38	$9.65	$17.70	$0.00	$70.73
	06/01/2026	$44.82	$9.65	$17.70	$0.00	$72.17
	12/01/2026	$46.26	$9.65	$17.70	$0.00	$73.61
	06/01/2027	$47.71	$9.65	$17.70	$0.00	$75.06
	12/01/2027	$49.16	$9.65	$17.70	$0.00	$76.51
	06/01/2028	$50.66	$9.65	$17.70	$0.00	$78.01
	12/01/2028	$52.16	$9.65	$17.70	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$40.61	$9.65	$17.80	$0.00	$68.06
	06/01/2025	$42.00	$9.65	$17.80	$0.00	$69.45
	12/01/2025	$43.38	$9.65	$17.80	$0.00	$70.83
	06/01/2026	$44.82	$9.65	$17.80	$0.00	$72.27
	12/01/2026	$46.26	$9.65	$17.80	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	09/01/2024	$56.92	$14.75	$19.61	$0.00	$91.28
	09/01/2025	$60.34	$14.75	$19.61	$0.00	$94.70
	09/01/2026	$63.76	$14.75	$19.61	$0.00	$98.12

Apprentice - *ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$28.46	$14.75	$14.32	$0.00	$57.53
2	60	$34.15	$14.75	$15.37	$0.00	$64.27
3	70	$39.84	$14.75	$16.43	$0.00	$71.02
4	80	$45.54	$14.75	$17.49	$0.00	$77.78

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$30.17	$14.75	$14.32	$0.00	$59.24
2	60	$36.20	$14.75	$15.37	$0.00	$66.32
3	70	$42.24	$14.75	$16.43	$0.00	$73.42
4	80	$48.27	$14.75	$17.49	$0.00	$80.51

Notes:
Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER *IRONWORKERS LOCAL 7 (LAWRENCE AREA)*	03/16/2024	$49.56	$8.35	$26.70	$0.00	$84.61

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *IRONWORKER - Local 7 Lawrence*

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$29.74	$8.35	$26.70	$0.00	$64.79
2	70	$34.69	$8.35	$26.70	$0.00	$69.74
3	75	$37.17	$8.35	$26.70	$0.00	$72.22
4	80	$39.65	$8.35	$26.70	$0.00	$74.70
5	85	$42.13	$8.35	$26.70	$0.00	$77.18
6	90	$44.60	$8.35	$26.70	$0.00	$79.65

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR *LABORERS - ZONE 2*	12/01/2024	$40.11	$9.65	$17.70	$0.00	$67.46
	06/01/2025	$41.50	$9.65	$17.70	$0.00	$68.85
	12/01/2025	$42.88	$9.65	$17.70	$0.00	$70.23
	06/01/2026	$44.32	$9.65	$17.70	$0.00	$71.67
	12/01/2026	$45.76	$9.65	$17.70	$0.00	$73.11
	06/01/2027	$47.21	$9.65	$17.70	$0.00	$74.56
	12/01/2027	$48.66	$9.65	$17.70	$0.00	$76.01
	06/01/2028	$50.16	$9.65	$17.70	$0.00	$77.51
	12/01/2028	$51.66	$9.65	$17.70	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"						
LABORER *LABORERS - ZONE 2*	12/01/2024	$39.86	$9.65	$17.70	$0.00	$67.21
	06/01/2025	$41.25	$9.65	$17.70	$0.00	$68.60
	12/01/2025	$42.63	$9.65	$17.70	$0.00	$69.98
	06/01/2026	$44.07	$9.65	$17.70	$0.00	$71.42
	12/01/2026	$45.51	$9.65	$17.70	$0.00	$72.86
	06/01/2027	$46.96	$9.65	$17.70	$0.00	$74.31
	12/01/2027	$48.41	$9.65	$17.70	$0.00	$75.76
	06/01/2028	$49.91	$9.65	$17.70	$0.00	$77.26
	12/01/2028	$51.41	$9.65	$17.70	$0.00	$78.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER - Zone 2*

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$23.92	$9.65	$17.70	$0.00	$51.27
2	70	$27.90	$9.65	$17.70	$0.00	$55.25
3	80	$31.89	$9.65	$17.70	$0.00	$59.24
4	90	$35.87	$9.65	$17.70	$0.00	$63.22

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$24.75	$9.65	$17.70	$0.00	$52.10
2	70	$28.88	$9.65	$17.70	$0.00	$56.23
3	80	$33.00	$9.65	$17.70	$0.00	$60.35
4	90	$37.13	$9.65	$17.70	$0.00	$64.48

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$39.86	$9.65	$17.80	$0.00	$67.31
	06/01/2025	$41.25	$9.65	$17.80	$0.00	$68.70
	12/01/2025	$42.63	$9.65	$17.80	$0.00	$70.08
	06/01/2026	$44.07	$9.65	$17.80	$0.00	$71.52
	12/01/2026	$45.51	$9.65	$17.80	$0.00	$72.96

Apprentice - *LABORER (Heavy & Highway) - Zone 2*

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$23.92	$9.65	$17.80	$0.00	$51.37
2	70	$27.90	$9.65	$17.80	$0.00	$55.35
3	80	$31.89	$9.65	$17.80	$0.00	$59.34
4	90	$35.87	$9.65	$17.80	$0.00	$63.32

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$24.75	$9.65	$17.80	$0.00	$52.20
2	70	$28.88	$9.65	$17.80	$0.00	$56.33
3	80	$33.00	$9.65	$17.80	$0.00	$60.45
4	90	$37.13	$9.65	$17.80	$0.00	$64.58

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER *LABORERS - ZONE 2*	12/01/2024	$39.86	$9.65	$17.70	$0.00	$67.21
	06/01/2025	$41.25	$9.65	$17.70	$0.00	$68.60
	12/01/2025	$42.63	$9.65	$17.70	$0.00	$69.98
	06/01/2026	$44.07	$9.65	$17.70	$0.00	$71.42
	12/01/2026	$45.51	$9.65	$17.70	$0.00	$72.86
	06/01/2027	$46.96	$9.65	$17.70	$0.00	$74.31
	12/01/2027	$48.41	$9.65	$17.70	$0.00	$75.76
	06/01/2028	$49.91	$9.65	$17.70	$0.00	$77.26
	12/01/2028	$51.41	$9.65	$17.70	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 2*	12/01/2024	$39.86	$9.65	$17.70	$0.00	$67.21
	06/01/2025	$41.25	$9.65	$17.70	$0.00	$68.60
	12/01/2025	$42.63	$9.65	$17.70	$0.00	$69.98
	06/01/2026	$44.07	$9.65	$17.70	$0.00	$71.42
	12/01/2026	$45.51	$9.65	$17.70	$0.00	$72.86
	06/01/2027	$46.96	$9.65	$17.70	$0.00	$74.31
	12/01/2027	$48.41	$9.65	$17.70	$0.00	$75.76
	06/01/2028	$49.91	$9.65	$17.70	$0.00	$77.26
	12/01/2028	$51.41	$9.65	$17.70	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER *LABORERS - ZONE 2*	12/02/2024	$39.95	$9.65	$17.76	$0.00	$67.36
	06/02/2025	$41.34	$9.65	$17.76	$0.00	$68.75
	12/01/2025	$42.72	$9.65	$17.76	$0.00	$70.13
	06/01/2026	$44.16	$9.65	$17.76	$0.00	$71.57
	12/07/2026	$45.60	$9.65	$17.76	$0.00	$73.01
	06/07/2027	$47.05	$9.65	$17.76	$0.00	$74.46
	12/06/2027	$48.50	$9.65	$17.76	$0.00	$75.91
	06/05/2028	$50.00	$9.65	$17.76	$0.00	$77.41
	12/04/2028	$51.50	$9.65	$17.76	$0.00	$78.91
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER *LABORERS - ZONE 2*	12/01/2024	$40.11	$9.65	$17.70	$0.00	$67.46
	06/01/2025	$41.50	$9.65	$17.70	$0.00	$68.85
	12/01/2025	$42.88	$9.65	$17.70	$0.00	$70.23
	06/01/2026	$44.32	$9.65	$17.70	$0.00	$71.67
	12/01/2026	$45.76	$9.65	$17.70	$0.00	$73.11
	06/01/2027	$47.21	$9.65	$17.70	$0.00	$74.56
	12/01/2027	$48.66	$9.65	$17.70	$0.00	$76.01
	06/01/2028	$50.16	$9.65	$17.70	$0.00	$77.51
	12/01/2028	$51.66	$9.65	$17.70	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$40.11	$9.65	$17.80	$0.00	$67.56
	06/01/2025	$41.50	$9.65	$17.80	$0.00	$68.95
	12/01/2025	$42.88	$9.65	$17.80	$0.00	$70.33
	06/01/2026	$44.32	$9.65	$17.80	$0.00	$71.77
	12/01/2026	$45.76	$9.65	$17.80	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER *LABORERS - ZONE 2*	12/01/2024	$39.86	$9.65	$17.70	$0.00	$67.21
	06/01/2025	$41.25	$9.65	$17.70	$0.00	$68.60
	12/01/2025	$42.63	$9.65	$17.70	$0.00	$69.98
	06/01/2026	$44.07	$9.65	$17.70	$0.00	$71.42
	12/01/2026	$45.51	$9.65	$17.70	$0.00	$72.86
	06/01/2027	$46.96	$9.65	$17.70	$0.00	$74.31
	12/01/2027	$48.41	$9.65	$17.70	$0.00	$75.76
	06/01/2028	$49.91	$9.65	$17.70	$0.00	$77.26
	12/01/2028	$51.41	$9.65	$17.70	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER *LABORERS - ZONE 2*	12/01/2024	$39.86	$9.65	$17.70	$0.00	$67.21
	06/01/2025	$41.25	$9.65	$17.70	$0.00	$68.60
	12/01/2025	$42.63	$9.65	$17.70	$0.00	$69.98
	06/01/2026	$44.07	$9.65	$17.70	$0.00	$71.42
	12/01/2026	$45.51	$9.65	$17.70	$0.00	$72.86
	06/01/2027	$46.96	$9.65	$17.70	$0.00	$74.31
	12/01/2027	$48.41	$9.65	$17.70	$0.00	$75.76
	06/01/2028	$49.91	$9.65	$17.70	$0.00	$77.26
	12/01/2028	$51.41	$9.65	$17.70	$0.00	$78.76
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR *LABORERS - ZONE 2*	12/01/2024	$40.11	$9.65	$17.70	$0.00	$67.46
	06/01/2025	$41.50	$9.65	$17.70	$0.00	$68.85
	12/01/2025	$42.88	$9.65	$17.70	$0.00	$70.23
	06/01/2026	$44.32	$9.65	$17.70	$0.00	$71.67
	12/01/2026	$45.76	$9.65	$17.70	$0.00	$73.11
	06/01/2027	$47.21	$9.65	$17.70	$0.00	$74.56
	12/01/2027	$48.66	$9.65	$17.70	$0.00	$76.01
	06/01/2028	$50.16	$9.65	$17.70	$0.00	$77.51
	12/01/2028	$51.66	$9.65	$17.70	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$40.11	$9.65	$17.80	$0.00	$67.56
	06/01/2025	$41.50	$9.65	$17.80	$0.00	$68.95
	12/01/2025	$42.88	$9.65	$17.80	$0.00	$70.33
	06/01/2026	$44.32	$9.65	$17.80	$0.00	$71.77
	12/01/2026	$45.76	$9.65	$17.80	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2025	$50.36	$11.49	$21.62	$0.00	$83.47
	08/01/2025	$52.08	$11.49	$21.62	$0.00	$85.19
	02/01/2026	$53.16	$11.49	$21.62	$0.00	$86.27
	08/01/2026	$54.92	$11.49	$21.62	$0.00	$88.03
	02/01/2027	$56.04	$11.49	$21.62	$0.00	$89.15

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MARBLE & TILE FINISHER - Local 3 Marble & Tile*

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.18	$11.49	$21.62	$0.00	$58.29
2	60	$30.22	$11.49	$21.62	$0.00	$63.33
3	70	$35.25	$11.49	$21.62	$0.00	$68.36
4	80	$40.29	$11.49	$21.62	$0.00	$73.40
5	90	$45.32	$11.49	$21.62	$0.00	$78.43

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.04	$11.49	$21.62	$0.00	$59.15
2	60	$31.25	$11.49	$21.62	$0.00	$64.36
3	70	$36.46	$11.49	$21.62	$0.00	$69.57
4	80	$41.66	$11.49	$21.62	$0.00	$74.77
5	90	$46.87	$11.49	$21.62	$0.00	$79.98

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2025	$65.82	$11.49	$23.56	$0.00	$100.87
	08/01/2025	$67.97	$11.49	$23.56	$0.00	$103.02
	02/01/2026	$69.32	$11.49	$23.56	$0.00	$104.37
	08/01/2026	$71.52	$11.49	$23.56	$0.00	$106.57
	02/01/2027	$72.92	$11.49	$23.56	$0.00	$107.97

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile*

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$32.91	$11.49	$23.56	$0.00	$67.96
2	60	$39.49	$11.49	$23.56	$0.00	$74.54
3	70	$46.07	$11.49	$23.56	$0.00	$81.12
4	80	$52.66	$11.49	$23.56	$0.00	$87.71
5	90	$59.24	$11.49	$23.56	$0.00	$94.29

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$33.99	$11.49	$23.56	$0.00	$69.04
2	60	$40.78	$11.49	$23.56	$0.00	$75.83
3	70	$47.58	$11.49	$23.56	$0.00	$82.63
4	80	$54.38	$11.49	$23.56	$0.00	$89.43
5	90	$61.17	$11.49	$23.56	$0.00	$96.22

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$16.50	$0.00	$88.45
	06/01/2025	$57.68	$15.55	$16.50	$0.00	$89.73
	12/01/2025	$59.12	$15.55	$16.50	$0.00	$91.17
	06/01/2026	$60.40	$15.55	$16.50	$0.00	$92.45
	12/01/2026	$61.84	$15.55	$16.50	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$16.50	$0.00	$88.45
	06/01/2025	$57.68	$15.55	$16.50	$0.00	$89.73
	12/01/2025	$59.12	$15.55	$16.50	$0.00	$91.17
	06/01/2026	$60.40	$15.55	$16.50	$0.00	$92.45
	12/01/2026	$61.84	$15.55	$16.50	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) *MILLWRIGHTS LOCAL 1121 - Zone 2*	01/06/2025	$45.09	$10.08	$21.47	$0.00	$76.64
	01/05/2026	$47.42	$10.08	$21.47	$0.00	$78.97

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 2*

Effective Date - 01/06/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$24.80	$10.08	$5.50	$0.00	$40.38
2	65	$29.31	$10.08	$6.50	$0.00	$45.89
3	75	$33.82	$10.08	$18.97	$0.00	$62.87
4	85	$38.33	$10.08	$19.97	$0.00	$68.38

Effective Date - 01/05/2026

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$26.08	$10.08	$5.50	$0.00	$41.66
2	65	$30.82	$10.08	$6.50	$0.00	$47.40
3	75	$35.57	$10.08	$18.97	$0.00	$64.62
4	85	$40.31	$10.08	$19.97	$0.00	$70.36

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 $5.72, Step 2 $6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER *LABORERS - ZONE 2*	12/01/2024	$40.11	$9.65	$17.70	$0.00	$67.46
	06/01/2025	$41.50	$9.65	$17.70	$0.00	$68.85
	12/01/2025	$42.88	$9.65	$17.70	$0.00	$70.23
	06/01/2026	$44.32	$9.65	$17.70	$0.00	$71.67
	12/01/2026	$45.76	$9.65	$17.70	$0.00	$73.11
	06/01/2027	$47.21	$9.65	$17.70	$0.00	$74.56
	12/01/2027	$48.66	$9.65	$17.70	$0.00	$76.01
	06/01/2028	$50.16	$9.65	$17.70	$0.00	$77.51
	12/01/2028	$51.66	$9.65	$17.70	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$25.37	$15.30	$16.40	$0.00	$57.07
	06/01/2025	$25.97	$15.30	$16.40	$0.00	$57.67
	12/01/2025	$26.63	$15.30	$16.40	$0.00	$58.33
	06/01/2026	$27.22	$15.30	$16.40	$0.00	$58.92
	12/01/2026	$27.89	$15.30	$16.40	$0.00	$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$31.08	$15.30	$16.40	$0.00	$62.78
	06/01/2025	$31.80	$15.30	$16.40	$0.00	$63.50
	12/01/2025	$32.60	$15.30	$16.40	$0.00	$64.30
	06/01/2026	$33.32	$15.30	$16.40	$0.00	$65.02
	12/01/2026	$34.12	$15.30	$16.40	$0.00	$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$16.50	$0.00	$88.45
	06/01/2025	$57.68	$15.55	$16.50	$0.00	$89.73
	12/01/2025	$59.12	$15.55	$16.50	$0.00	$91.17
	06/01/2026	$60.40	$15.55	$16.50	$0.00	$92.45
	12/01/2026	$61.84	$15.55	$16.50	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2025	$58.46	$9.95	$23.95	$0.00	$92.36

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$29.23	$9.95	$0.00	$0.00	$39.18
2	55	$32.15	$9.95	$6.66	$0.00	$48.76
3	60	$35.08	$9.95	$7.26	$0.00	$52.29
4	65	$38.00	$9.95	$7.87	$0.00	$55.82
5	70	$40.92	$9.95	$20.32	$0.00	$71.19
6	75	$43.85	$9.95	$20.93	$0.00	$74.73
7	80	$46.77	$9.95	$21.53	$0.00	$78.25
8	90	$52.61	$9.95	$22.74	$0.00	$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*	01/01/2025	$49.36	$9.95	$23.95	$0.00	$83.26

Apprentice - *PAINTER Local 35 Zone 2 - Spray/Sandblast - New*

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.68	$9.95	$0.00	$0.00	$34.63
2	55	$27.15	$9.95	$6.66	$0.00	$43.76
3	60	$29.62	$9.95	$7.26	$0.00	$46.83
4	65	$32.08	$9.95	$7.87	$0.00	$49.90
5	70	$34.55	$9.95	$20.32	$0.00	$64.82
6	75	$37.02	$9.95	$20.93	$0.00	$67.90
7	80	$39.49	$9.95	$21.53	$0.00	$70.97
8	90	$44.42	$9.95	$22.74	$0.00	$77.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2025	$47.42	$9.95	$23.95	$0.00	$81.32

Apprentice - *PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint*

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.71	$9.95	$0.00	$0.00	$33.66
2	55	$26.08	$9.95	$6.66	$0.00	$42.69
3	60	$28.45	$9.95	$7.26	$0.00	$45.66
4	65	$30.82	$9.95	$7.87	$0.00	$48.64
5	70	$33.19	$9.95	$20.32	$0.00	$63.46
6	75	$35.57	$9.95	$20.93	$0.00	$66.45
7	80	$37.94	$9.95	$21.53	$0.00	$69.42
8	90	$42.68	$9.95	$22.74	$0.00	$75.37

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*	01/01/2025	$47.96	$9.95	$23.95	$0.00	$81.86

Apprentice - *PAINTER - Local 35 Zone 2 - BRUSH NEW*

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.98	$9.95	$0.00	$0.00	$33.93
2	55	$26.38	$9.95	$6.66	$0.00	$42.99
3	60	$28.78	$9.95	$7.26	$0.00	$45.99
4	65	$31.17	$9.95	$7.87	$0.00	$48.99
5	70	$33.57	$9.95	$20.32	$0.00	$63.84
6	75	$35.97	$9.95	$20.93	$0.00	$66.85
7	80	$38.37	$9.95	$21.53	$0.00	$69.85
8	90	$43.16	$9.95	$22.74	$0.00	$75.85

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2025	$46.02	$9.95	$23.95	$0.00	$79.92

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 2 - BRUSH REPAINT*

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.01	$9.95	$0.00	$0.00	$32.96
2	55	$25.31	$9.95	$6.66	$0.00	$41.92
3	60	$27.61	$9.95	$7.26	$0.00	$44.82
4	65	$29.91	$9.95	$7.87	$0.00	$47.73
5	70	$32.21	$9.95	$20.32	$0.00	$62.48
6	75	$34.52	$9.95	$20.93	$0.00	$65.40
7	80	$36.82	$9.95	$21.53	$0.00	$68.30
8	90	$41.42	$9.95	$22.74	$0.00	$74.11

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$39.86	$9.65	$17.80	$0.00	$67.31
	06/01/2025	$41.25	$9.65	$17.80	$0.00	$68.70
	12/01/2025	$42.63	$9.65	$17.80	$0.00	$70.08
	06/01/2026	$44.07	$9.65	$17.80	$0.00	$71.52
	12/01/2026	$45.51	$9.65	$17.80	$0.00	$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$39.78	$15.57	$20.17	$0.00	$75.52
	06/01/2025	$40.78	$15.57	$20.17	$0.00	$76.52
	12/01/2025	$40.78	$15.57	$21.78	$0.00	$78.13
	01/01/2026	$40.78	$16.17	$21.78	$0.00	$78.73
	06/01/2026	$41.78	$16.17	$21.78	$0.00	$79.73
	12/01/2026	$41.78	$16.17	$23.52	$0.00	$81.47
	01/01/2027	$41.78	$16.77	$23.52	$0.00	$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2024	$55.79	$10.08	$24.29	$0.00	$90.16
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2024	$55.79	$10.08	$24.29	$0.00	$90.16

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 1*

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	$25.11	$10.08	$2.53	$0.00	$37.72
2	55	$30.68	$10.08	$5.07	$0.00	$45.83
3	70	$39.05	$10.08	$19.22	$0.00	$68.35
4	80	$44.63	$10.08	$21.76	$0.00	$76.47

Notes:

% Indentured BEFORE 8/1/20; 50/60/70/75/80/80/90/90

Step 1 $62.27/ 2 $67.84/ 3 $73.42/ 4 $76.21/ 5&6 $79.00/ 7&8 $84.58

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER *PIPEFITTERS LOCAL 537*	09/01/2024	$67.08	$12.70	$21.80	$0.00	$101.58
	03/01/2025	$68.88	$12.70	$21.80	$0.00	$103.38

Apprentice - *PIPEFITTER - Local 537*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$26.83	$12.70	$9.05	$0.00	$48.58
2	45	$30.19	$12.70	$21.80	$0.00	$64.69
3	60	$40.25	$12.70	$21.80	$0.00	$74.75
4	70	$46.96	$12.70	$21.80	$0.00	$81.46
5	80	$53.66	$12.70	$21.80	$0.00	$88.16

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$27.55	$12.70	$9.05	$0.00	$49.30
2	45	$31.00	$12.70	$21.80	$0.00	$65.50
3	60	$41.33	$12.70	$21.80	$0.00	$75.83
4	70	$48.22	$12.70	$21.80	$0.00	$82.72
5	80	$55.10	$12.70	$21.80	$0.00	$89.60

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

PIPELAYER *LABORERS - ZONE 2*	12/01/2024	$40.11	$9.65	$17.70	$0.00	$67.46
	06/01/2025	$41.50	$9.65	$17.70	$0.00	$68.85
	12/01/2025	$42.88	$9.65	$17.70	$0.00	$70.23
	06/01/2026	$44.32	$9.65	$17.70	$0.00	$71.67
	12/01/2026	$45.76	$9.65	$17.70	$0.00	$73.11
	06/01/2027	$47.21	$9.65	$17.70	$0.00	$74.56
	12/01/2027	$48.66	$9.65	$17.70	$0.00	$76.01
	06/01/2028	$50.16	$9.65	$17.70	$0.00	$77.51
	12/01/2028	$51.66	$9.65	$17.70	$0.00	$79.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$40.11	$9.65	$17.80	$0.00	$67.56
	06/01/2025	$41.50	$9.65	$17.80	$0.00	$68.95
	12/01/2025	$42.88	$9.65	$17.80	$0.00	$70.33
	06/01/2026	$44.32	$9.65	$17.80	$0.00	$71.77
	12/01/2026	$45.76	$9.65	$17.80	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBERS & GASFITTERS *PLUMBERS & GASFITTERS LOCAL 12*	09/01/2024	$69.04	$14.32	$19.61	$0.00	$102.97
	03/02/2025	$70.84	$14.32	$19.61	$0.00	$104.77

Apprentice - *PLUMBER/GASFITTER - Local 12*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$24.16	$14.32	$7.06	$0.00	$45.54
2	40	$27.62	$14.32	$8.02	$0.00	$49.96
3	55	$37.97	$14.32	$10.93	$0.00	$63.22
4	65	$44.88	$14.32	$12.86	$0.00	$72.06
5	75	$51.78	$14.32	$14.79	$0.00	$80.89

Effective Date - 03/02/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$24.79	$14.32	$7.06	$0.00	$46.17
2	40	$28.34	$14.32	$8.02	$0.00	$50.68
3	55	$38.96	$14.32	$10.93	$0.00	$64.21
4	65	$46.05	$14.32	$12.86	$0.00	$73.23
5	75	$53.13	$14.32	$14.79	$0.00	$82.24

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr

Step4 with lic$76.49 tot.rate, Step5 with lic. $85.32 tot. rate

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) *PIPEFITTERS LOCAL 537*	09/01/2024	$67.08	$12.70	$21.80	$0.00	$101.58
	03/01/2025	$68.88	$12.70	$21.80	$0.00	$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR *LABORERS - ZONE 2*	12/01/2024	$40.61	$9.65	$17.70	$0.00	$67.96
	06/01/2025	$42.00	$9.65	$17.70	$0.00	$69.35
	12/01/2025	$43.38	$9.65	$17.70	$0.00	$70.73
	06/01/2026	$44.82	$9.65	$17.70	$0.00	$72.17
	12/01/2026	$46.26	$9.65	$17.70	$0.00	$73.61
	06/01/2027	$47.71	$9.65	$17.70	$0.00	$75.06
	12/01/2027	$49.16	$9.65	$17.70	$0.00	$76.51
	06/01/2028	$50.66	$9.65	$17.70	$0.00	$78.01
	12/01/2028	$52.16	$9.65	$17.70	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$40.11	$9.65	$17.80	$0.00	$67.56
	06/01/2025	$41.50	$9.65	$17.80	$0.00	$68.95
	12/01/2025	$42.88	$9.65	$17.80	$0.00	$70.33
	06/01/2026	$44.32	$9.65	$17.80	$0.00	$71.77
	12/01/2026	$45.76	$9.65	$17.80	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER *LABORERS - ZONE 2*	12/01/2024	$40.86	$9.65	$17.70	$0.00	$68.21
	06/01/2025	$42.25	$9.65	$17.70	$0.00	$69.60
	12/01/2025	$43.63	$9.65	$17.70	$0.00	$70.98
	06/01/2026	$45.07	$9.65	$17.70	$0.00	$72.42
	12/01/2026	$46.51	$9.65	$17.70	$0.00	$73.86
	06/01/2027	$47.96	$9.65	$17.70	$0.00	$75.31
	12/01/2027	$49.41	$9.65	$17.70	$0.00	$76.76
	06/01/2028	$50.91	$9.65	$17.70	$0.00	$78.26
	12/01/2028	$52.41	$9.65	$17.70	$0.00	$79.76
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) *LABORERS - ZONE 2 (HEAVY & HIGHWAY)*	12/01/2024	$40.86	$9.40	$17.55	$0.00	$67.81
	06/01/2025	$42.25	$9.40	$17.55	$0.00	$69.20
	12/01/2025	$43.63	$9.40	$17.55	$0.00	$70.58
	06/01/2026	$45.07	$9.40	$17.55	$0.00	$72.02
	12/01/2026	$46.51	$9.40	$17.55	$0.00	$73.46
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$57.03	$15.55	$16.50	$0.00	$89.08
	06/01/2025	$58.33	$15.55	$16.50	$0.00	$90.38
	12/01/2025	$59.78	$15.55	$16.50	$0.00	$91.83
	06/01/2026	$61.08	$15.55	$16.50	$0.00	$93.13
	12/01/2026	$62.53	$15.55	$16.50	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$16.50	$0.00	$88.45
	06/01/2025	$57.68	$15.55	$16.50	$0.00	$89.73
	12/01/2025	$59.12	$15.55	$16.50	$0.00	$91.17
	06/01/2026	$60.40	$15.55	$16.50	$0.00	$92.45
	12/01/2026	$61.84	$15.55	$16.50	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$36.67	$15.55	$16.50	$0.00	$68.72
	06/01/2025	$37.52	$15.55	$16.50	$0.00	$69.57
	12/01/2025	$38.47	$15.55	$16.50	$0.00	$70.52
	06/01/2026	$39.33	$15.55	$16.50	$0.00	$71.38
	12/01/2026	$40.28	$15.55	$16.50	$0.00	$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER *TEAMSTERS 170 - J.G. MacLellan (Lowell)*	01/01/2025	$30.00	$11.57	$6.55	$0.00	$48.12
	05/01/2025	$30.50	$11.57	$6.65	$0.00	$48.72
	01/01/2026	$30.50	$11.97	$6.65	$0.00	$49.12

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RECLAIMERS *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$16.50	$0.00	$88.45
	06/01/2025	$57.68	$15.55	$16.50	$0.00	$89.73
	12/01/2025	$59.12	$15.55	$16.50	$0.00	$91.17
	06/01/2026	$60.40	$15.55	$16.50	$0.00	$92.45
	12/01/2026	$61.84	$15.55	$16.50	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR *LABORERS - ZONE 2*	12/01/2024	$40.11	$9.65	$17.70	$0.00	$67.46
	06/01/2025	$41.50	$9.65	$17.70	$0.00	$68.85
	12/01/2025	$42.88	$9.65	$17.70	$0.00	$70.23
	06/01/2026	$44.32	$9.65	$17.70	$0.00	$71.67
	12/01/2026	$45.76	$9.65	$17.70	$0.00	$73.11
	06/01/2027	$47.21	$9.65	$17.70	$0.00	$74.56
	12/01/2027	$48.66	$9.65	$17.70	$0.00	$76.01
	06/01/2028	$50.16	$9.65	$17.70	$0.00	$77.51
	12/01/2028	$51.66	$9.65	$17.70	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$16.50	$0.00	$88.45
	06/01/2025	$57.68	$15.55	$16.50	$0.00	$89.73
	12/01/2025	$59.12	$15.55	$16.50	$0.00	$91.17
	06/01/2026	$60.40	$15.55	$16.50	$0.00	$92.45
	12/01/2026	$61.84	$15.55	$16.50	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) *ROOFERS LOCAL 33*	02/01/2025	$52.03	$13.28	$21.70	$0.00	$87.01
	08/01/2025	$53.53	$13.28	$21.70	$0.00	$88.51
	02/01/2026	$54.78	$13.28	$21.70	$0.00	$89.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ROOFER - Local 33*

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.02	$13.28	$15.55	$0.00	$54.85
2	60	$31.22	$13.28	$21.70	$0.00	$66.20
3	65	$33.82	$13.28	$21.70	$0.00	$68.80
4	75	$39.02	$13.28	$21.70	$0.00	$74.00
5	85	$44.23	$13.28	$21.70	$0.00	$79.21

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.77	$13.28	$15.55	$0.00	$55.60
2	60	$32.12	$13.28	$21.70	$0.00	$67.10
3	65	$34.79	$13.28	$21.70	$0.00	$69.77
4	75	$40.15	$13.28	$21.70	$0.00	$75.13
5	85	$45.50	$13.28	$21.70	$0.00	$80.48

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive $1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE *ROOFERS LOCAL 33*	02/01/2025	$52.28	$13.28	$21.70	$0.00	$87.26
	08/01/2025	$53.78	$13.28	$21.70	$0.00	$88.76
	02/01/2026	$55.03	$13.28	$21.70	$0.00	$90.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2025	$59.69	$14.75	$28.12	$2.98	$105.54
	08/01/2025	$61.54	$14.75	$28.12	$2.98	$107.39
	02/01/2026	$63.49	$14.75	$28.12	$2.98	$109.34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SHEET METAL WORKER - Local 17-A*

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	$25.07	$14.75	$6.13	$0.00	$45.95
2	42	$25.07	$14.75	$6.13	$0.00	$45.95
3	47	$28.05	$14.75	$12.11	$1.62	$56.53
4	47	$28.05	$14.75	$12.11	$1.62	$56.53
5	52	$31.04	$14.75	$13.09	$1.74	$60.62
6	52	$31.04	$14.75	$13.34	$1.75	$60.88
7	60	$35.81	$14.75	$14.75	$1.93	$67.24
8	65	$38.80	$14.75	$15.73	$2.04	$71.32
9	75	$44.77	$14.75	$17.69	$2.28	$79.49
10	85	$50.74	$14.75	$19.15	$2.49	$87.13

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	$25.85	$14.75	$6.13	$0.00	$46.73
2	42	$25.85	$14.75	$6.13	$0.00	$46.73
3	47	$28.92	$14.75	$12.11	$1.62	$57.40
4	47	$28.92	$14.75	$12.11	$1.62	$57.40
5	52	$32.00	$14.75	$13.09	$1.74	$61.58
6	52	$32.00	$14.75	$13.34	$1.75	$61.84
7	60	$36.92	$14.75	$14.75	$1.93	$68.35
8	65	$40.00	$14.75	$15.73	$2.04	$72.52
9	75	$46.16	$14.75	$17.69	$2.28	$80.88
10	85	$52.31	$14.75	$19.15	$2.49	$88.70

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.24	$15.57	$20.17	$0.00	$75.98
	06/01/2025	$41.24	$15.57	$20.17	$0.00	$76.98
	12/01/2025	$41.24	$15.57	$21.78	$0.00	$78.59
	01/01/2026	$41.24	$16.17	$21.78	$0.00	$79.19
	06/01/2026	$42.24	$16.17	$21.78	$0.00	$80.19
	12/01/2026	$42.24	$16.17	$23.52	$0.00	$81.93
	01/01/2027	$42.24	$16.77	$23.52	$0.00	$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.53	$15.57	$20.17	$0.00	$76.27
	06/01/2025	$41.53	$15.57	$20.17	$0.00	$77.27
	12/01/2025	$41.53	$15.57	$21.78	$0.00	$78.88
	01/01/2026	$41.53	$16.17	$21.78	$0.00	$79.48
	06/01/2026	$42.53	$16.17	$21.78	$0.00	$80.48
	12/01/2026	$42.53	$16.17	$23.52	$0.00	$82.22
	01/01/2027	$42.53	$16.77	$23.52	$0.00	$82.82
SPRINKLER FITTER *SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1*	10/01/2024	$70.34	$11.51	$23.80	$0.00	$105.65
	03/01/2025	$72.14	$11.51	$23.80	$0.00	$107.45

Apprentice - *SPRINKLER FITTER - Local 550 (Section A) Zone 1*

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$24.62	$11.51	$13.07	$0.00	$49.20
2	40	$28.14	$11.51	$13.90	$0.00	$53.55
3	45	$31.65	$11.51	$14.73	$0.00	$57.89
4	50	$35.17	$11.51	$15.55	$0.00	$62.23
5	55	$38.69	$11.51	$16.37	$0.00	$66.57
6	60	$42.20	$11.51	$17.20	$0.00	$70.91
7	65	$45.72	$11.51	$18.03	$0.00	$75.26
8	70	$49.24	$11.51	$18.85	$0.00	$79.60
9	75	$52.76	$11.51	$19.67	$0.00	$83.94
10	80	$56.27	$11.51	$20.50	$0.00	$88.28

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$25.25	$11.51	$13.07	$0.00	$49.83
2	40	$28.86	$11.51	$13.90	$0.00	$54.27
3	45	$32.46	$11.51	$14.73	$0.00	$58.70
4	50	$36.07	$11.51	$15.55	$0.00	$63.13
5	55	$39.68	$11.51	$16.37	$0.00	$67.56
6	60	$43.28	$11.51	$17.20	$0.00	$71.99
7	65	$46.89	$11.51	$18.03	$0.00	$76.43
8	70	$50.50	$11.51	$18.85	$0.00	$80.86
9	75	$54.11	$11.51	$19.67	$0.00	$85.29
10	80	$57.71	$11.51	$20.50	$0.00	$89.72

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$16.50	$0.00	$88.45
	06/01/2025	$57.68	$15.55	$16.50	$0.00	$89.73
	12/01/2025	$59.12	$15.55	$16.50	$0.00	$91.17
	06/01/2026	$60.40	$15.55	$16.50	$0.00	$92.45
	12/01/2026	$61.84	$15.55	$16.50	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$16.50	$0.00	$88.45
	06/01/2025	$57.68	$15.55	$16.50	$0.00	$89.73
	12/01/2025	$59.12	$15.55	$16.50	$0.00	$91.17
	06/01/2026	$60.40	$15.55	$16.50	$0.00	$92.45
	12/01/2026	$61.84	$15.55	$16.50	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN *ELECTRICIANS LOCAL 103*	09/01/2024	$51.02	$13.00	$20.24	$0.00	$84.26
	03/01/2025	$51.98	$13.00	$20.27	$0.00	$85.25
	09/01/2025	$53.51	$13.00	$20.32	$0.00	$86.83
	03/01/2026	$54.47	$13.00	$20.34	$0.00	$87.81
	09/01/2026	$56.00	$13.00	$20.39	$0.00	$89.39
	03/01/2027	$56.95	$13.00	$20.42	$0.00	$90.37
	09/01/2027	$58.49	$13.00	$20.46	$0.00	$91.95
	03/01/2028	$59.45	$13.00	$20.49	$0.00	$92.94

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 103*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	$22.96	$13.00	$0.69	$0.00	$36.65
2	45	$22.96	$13.00	$0.69	$0.00	$36.65
3	50	$25.51	$13.00	$16.16	$0.00	$54.67
4	50	$25.51	$13.00	$16.16	$0.00	$54.67
5	55	$28.06	$13.00	$16.57	$0.00	$57.63
6	60	$30.61	$13.00	$16.97	$0.00	$60.58
7	65	$33.16	$13.00	$17.38	$0.00	$63.54
8	70	$35.71	$13.00	$17.78	$0.00	$66.49
9	75	$38.27	$13.00	$18.18	$0.00	$69.45
10	80	$40.82	$13.00	$18.58	$0.00	$72.40

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	$23.39	$13.00	$0.70	$0.00	$37.09
2	45	$23.39	$13.00	$0.70	$0.00	$37.09
3	50	$25.99	$13.00	$16.16	$0.00	$55.15
4	50	$25.99	$13.00	$16.16	$0.00	$55.15
5	55	$28.59	$13.00	$16.57	$0.00	$58.16
6	60	$31.19	$13.00	$16.97	$0.00	$61.16
7	65	$33.79	$13.00	$17.38	$0.00	$64.17
8	70	$36.39	$13.00	$17.78	$0.00	$67.17
9	75	$38.99	$13.00	$18.18	$0.00	$70.17
10	80	$41.58	$13.00	$18.58	$0.00	$73.16

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2025	$64.74	$11.49	$23.59	$0.00	$99.82
	08/01/2025	$66.89	$11.49	$23.59	$0.00	$101.97
	02/01/2026	$68.24	$11.49	$23.59	$0.00	$103.32
	08/01/2026	$70.44	$11.49	$23.59	$0.00	$105.52
	02/01/2027	$71.84	$11.49	$23.59	$0.00	$106.92

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *TERRAZZO FINISHER - Local 3 Marble & Tile*

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$32.37	$11.49	$23.59	$0.00	$67.45
2	60	$38.84	$11.49	$23.59	$0.00	$73.92
3	70	$45.32	$11.49	$23.59	$0.00	$80.40
4	80	$51.79	$11.49	$23.59	$0.00	$86.87
5	90	$58.27	$11.49	$23.59	$0.00	$93.35

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$33.45	$11.49	$23.59	$0.00	$68.53
2	60	$40.13	$11.49	$23.59	$0.00	$75.21
3	70	$46.82	$11.49	$23.59	$0.00	$81.90
4	80	$53.51	$11.49	$23.59	$0.00	$88.59
5	90	$60.20	$11.49	$23.59	$0.00	$95.28

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE*	12/01/2024	$51.28	$9.65	$18.22	$0.00	$79.15
	06/01/2025	$52.78	$9.65	$18.22	$0.00	$80.65
	12/01/2025	$54.28	$9.65	$18.22	$0.00	$82.15
	06/01/2026	$55.83	$9.65	$18.22	$0.00	$83.70
	12/01/2026	$57.33	$9.65	$18.22	$0.00	$85.20
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE*	12/01/2024	$47.07	$9.65	$18.22	$0.00	$74.94
	06/01/2025	$48.57	$9.65	$18.22	$0.00	$76.44
	12/01/2025	$50.07	$9.65	$18.22	$0.00	$77.94
	06/01/2026	$51.62	$9.65	$18.22	$0.00	$79.49
	12/01/2026	$53.12	$9.65	$18.22	$0.00	$80.99
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2024	$46.95	$9.65	$18.22	$0.00	$74.82
	06/01/2025	$48.45	$9.65	$18.22	$0.00	$76.32
	12/01/2025	$49.95	$9.65	$18.22	$0.00	$77.82
	06/01/2026	$51.50	$9.65	$18.22	$0.00	$79.37
	12/01/2026	$53.00	$9.65	$18.22	$0.00	$80.87
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	12/01/2024	$56.40	$15.55	$16.50	$0.00	$88.45
	06/01/2025	$57.68	$15.55	$16.50	$0.00	$89.73
	12/01/2025	$59.12	$15.55	$16.50	$0.00	$91.17
	06/01/2026	$60.40	$15.55	$16.50	$0.00	$92.45
	12/01/2026	$61.84	$15.55	$16.50	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.82	$15.57	$20.17	$0.00	$76.56
	06/01/2025	$41.82	$15.57	$20.17	$0.00	$77.56
	12/01/2025	$41.82	$15.57	$21.78	$0.00	$79.17
	01/01/2026	$41.82	$16.17	$21.78	$0.00	$79.77
	06/01/2026	$42.82	$16.17	$21.78	$0.00	$80.77
	12/01/2026	$42.82	$16.17	$23.52	$0.00	$82.51
	01/01/2027	$42.82	$16.77	$23.52	$0.00	$83.11
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	12/01/2024	$59.18	$9.65	$19.00	$0.00	$87.83
	06/01/2025	$60.68	$9.65	$19.00	$0.00	$89.33
	12/01/2025	$62.18	$9.65	$19.00	$0.00	$90.83
	06/01/2026	$63.73	$9.65	$19.00	$0.00	$92.38
	12/01/2026	$65.23	$9.65	$19.00	$0.00	$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)*	12/01/2024	$61.18	$9.65	$19.00	$0.00	$89.83
	06/01/2025	$62.68	$9.65	$19.00	$0.00	$91.33
	12/01/2025	$64.18	$9.65	$19.00	$0.00	$92.83
	06/01/2026	$65.73	$9.65	$19.00	$0.00	$94.38
	12/01/2026	$67.23	$9.65	$19.00	$0.00	$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)*	12/01/2024	$51.25	$9.65	$19.00	$0.00	$79.90
	06/01/2025	$52.75	$9.65	$19.00	$0.00	$81.40
	12/01/2025	$54.25	$9.65	$19.00	$0.00	$82.90
	06/01/2026	$55.80	$9.65	$19.00	$0.00	$84.45
	12/01/2026	$57.30	$9.65	$19.00	$0.00	$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	12/01/2024	$53.25	$9.65	$19.00	$0.00	$81.90
	06/01/2025	$54.75	$9.65	$19.00	$0.00	$83.40
	12/01/2025	$56.25	$9.65	$19.00	$0.00	$84.90
	06/01/2026	$57.80	$9.65	$19.00	$0.00	$86.45
	12/01/2026	$59.30	$9.65	$19.00	$0.00	$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	01/01/2025	$40.24	$15.57	$20.17	$0.00	$75.98
	06/01/2025	$41.24	$15.57	$20.17	$0.00	$76.98
	12/01/2025	$41.24	$15.57	$21.78	$0.00	$78.59
	01/01/2026	$41.24	$16.17	$21.78	$0.00	$79.19
	06/01/2026	$42.24	$16.17	$21.78	$0.00	$80.19
	12/01/2026	$42.24	$16.17	$23.52	$0.00	$81.93
	01/01/2027	$42.24	$16.77	$23.52	$0.00	$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR	12/01/2024	$40.61	$9.65	$17.70	$0.00	$67.96
LABORERS - ZONE 2	06/01/2025	$42.00	$9.65	$17.70	$0.00	$69.35
	12/01/2025	$43.38	$9.65	$17.70	$0.00	$70.73
	06/01/2026	$44.82	$9.65	$17.70	$0.00	$72.17
	12/01/2026	$46.26	$9.65	$17.70	$0.00	$73.61
	06/01/2027	$47.71	$9.65	$17.70	$0.00	$75.06
	12/01/2027	$49.16	$9.65	$17.70	$0.00	$76.51
	06/01/2028	$50.66	$9.65	$17.70	$0.00	$78.01
	12/01/2028	$52.16	$9.65	$17.70	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/01/2024	$40.11	$9.65	$17.80	$0.00	$67.56
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	$41.50	$9.65	$17.80	$0.00	$68.95
	12/01/2025	$42.88	$9.65	$17.80	$0.00	$70.33
	06/01/2026	$44.32	$9.65	$17.80	$0.00	$71.77
	12/01/2026	$45.76	$9.65	$17.80	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR	12/01/2024	$57.03	$15.55	$16.50	$0.00	$89.08
OPERATING ENGINEERS LOCAL 4	06/01/2025	$58.33	$15.55	$16.50	$0.00	$90.38
	12/01/2025	$59.78	$15.55	$16.50	$0.00	$91.83
	06/01/2026	$61.08	$15.55	$16.50	$0.00	$93.13
	12/01/2026	$62.53	$15.55	$16.50	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER	09/01/2024	$69.04	$14.32	$19.61	$0.00	$102.97
PLUMBERS & GASFITTERS LOCAL 12	03/02/2025	$70.84	$14.32	$19.61	$0.00	$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

All apprentices must be registered with the Division of Apprenticeship Training (DAS) in accordance with M.G.L. c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L. c. 149, §§ 26-27D. Apprentice ratios are established by DAS pursuant to M.G.L. c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements (CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate. Parties having questions regarding what ratio to use should contact DAS.

SECTION 00830

ATTACHMENT B

EXCERPTS FROM CHAPTERS 30, 82 AND 149 OF THE MASSACHUSETTS GENERAL LAWS

ATTACHMENT B

Excerpts from Chapters 30, 82 and 149 of the Massachusetts General Laws

NOTICE *- These are* ***NOT*** *the official versions of the Massachusetts General Laws (MGL). While reasonable efforts have been made to assure the accuracy of the excerpts provided, do not rely on this information without first checking an official edition of the MGL. If you are in need of legal advice or counsel, consult a lawyer. These excerpts include amendments to the General Laws passed before January 4, 2023. For laws enacted since that time, see the 2023 Session Laws.*

CERTAIN EXCERPTS FROM THE MASSACHUSETTS GENERAL LAWS ARE APPLICABLE TO CONSTRUCTION CONTRACTS. ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 149 AS AMENDED.

Section 25. LODGING, BOARD AND TRADE OF PUBLIC EMPLOYEES; STATUTE PART OF EMPLOYMENT CONTRACT.

"Every employee in public work shall lodge, board, and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment."

Section 26. PUBLIC WORKS; PREFERENCE TO VETERANS AND CITIZENS; WAGES.

"In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect..."

Section 34. PUBLIC CONTRACTS; STIPULATION AS TO HOURS AND DAYS OF WORK; VOID CONTRACTS.

"Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid..."

Section 34A. CONTRACTS FOR PUBLIC WORKS; WORKERS' COMPENSATION INSURANCE; BREACH OF CONTRACT; ENFORCEMENT AND VIOLATION OF STATUTE.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid

stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice..."

Section 34B. CONTRACTS FOR PUBLIC WORKS; WAGES FOR RESERVE POLICE OFFICER.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town."

Whenever general bids are invited for a contract subject to Section 44A, the following provision applies:

Section 44E. FILING OF BIDS; FORMS; MODULAR BUILDINGS. Second paragraph of subdivision (2), clause E.

"The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A."

For projects estimated to cost more than $25,000, the following provision applies to sub-bidders:

Section 44F. PLANS AND SPECIFICATIONS; SUB-BIDS; FORM; CONTENTS. First paragraph of clause I of subdivision (2) of section 44F.

"The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F."

Section 44G. ALLOWANCES; ALTERNATES; WEATHER PROTECTION DEVICES.

"(A) "Allowance" as used herein means a sum of money covering one or more items of labor or labor and materials which is designated in bid documents and which general bidders are required to use in computing their bids. The use of such allowances shall be prohibited in the award of any contract subject to the provisions of section forty-four A. Whenever the designer is unable to supply specifications for any item prior to the solicitation of bids, such item shall not be included in any contract subject to the provisions of section forty-four A. The awarding authority shall solicit bids for every such item separately pursuant to the provisions of section forty-four A after specifications for that item are prepared.

(B) Every alternate contained in the form for general bids shall be listed in a numerical sequence in order of priority. When the awarding authority decides to consider alternates in determining the lowest eligible and responsible bidder, the awarding authority shall consider the alternates in descending numerical sequence, such that no single alternate shall be considered unless every alternate preceding it on the list has been added to or subtracted from the base bid price.

(C) The use of options other than alternates in bid documents or bid forms subject to section forty-four A shall be prohibited under all circumstances.

(D) Every contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee."

Section 44J. INVITATIONS TO BID; NOTICE; CONTENTS; VIOLATIONS; PENALTY.

"(1) No public agency or authority of the commonwealth or any political subdivision thereof shall award any contract for which competitive bids are required pursuant to section forty-four A of this chapter or section thirty-nine M of chapter thirty, or for which competitive proposals are required pursuant to subsection (4) of section forty-four E of this chapter or section eleven C of chapter twenty-five A, unless a notice inviting bids or proposals therefor shall have been posted no less than one week prior to the time specified in such notice for the receipt of said bids or proposals in a conspicuous place in or near the offices of the awarding authority, and shall have remained posted until the time so specified, and unless such notice shall also have been published at least once not less than two weeks prior to the time so specified in the central register published by the secretary of state pursuant to section twenty A of chapter nine and in a newspaper of general circulation in the locality of the proposed project, and on the COMMBUYS system administered by the operational services division. Said notice shall also be published at such other times and in such other newspapers or trade periodicals as the commissioner of capital asset management and maintenance may require, having regard to the locality of the work involved.

(2) Said notice shall specify the time and place where plans and specifications of the proposed work may be had; the time and place of submission of general bids; and the time and place for opening of the general bids. For contracts subject to the provisions of section forty-four A to H, inclusive, of this chapter, said notice shall also specify the time and place for submission of filed sub-bids, where required pursuant to section forty-four F; and the time and place for opening of said filed sub-bids.

Said notice shall also provide sufficient facts concerning the nature and scope of such project, the type and elements of construction, and such other information as will assist applicants in deciding to bid on such contract.

(3) No contract or preliminary plans and specifications shall be split or divided for the purpose of evading the provisions of this section.

(4) General bids and filed sub-bids for any contract subject to this section shall be in writing and shall be opened in public at the time and place specified in the posted or published notice, and after being so opened shall be open to public inspection.

(5) The provisions of this section shall not apply to any transaction between the commonwealth and any public service corporation.

(6) The provisions of this section may be waived in cases of extreme emergency involving the health and safety of the people and their property, upon the written approval of said commissioner. The written approval shall contain a description of the circumstances and the reasons for the commissioner's determination.

(7) Whoever violates any provision of this section shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than three years or in a jail or house of correction for not more than two and one-half years, or by both said fine and imprisonment; and in the event of final conviction, said person shall be incapable of holding any office of honor, trust or profit under the commonwealth or under any county, district of municipal agency.

Each and every person who shall cause or conspire to cause any contract or preliminary plans and specifications to be split or divided for the purpose of evading the provisions of this section shall forfeit and pay to the commonwealth, a political subdivision thereof or other awarding authority subject to this section, the sum of not more than five thousand dollars and, in addition, such person or persons shall pay, apportioned among them, double the amount of damages

which the commonwealth or political subdivision thereof or other awarding authority may have sustained by reason of the doing of such act, together with the costs of the action.

(8) If an awarding authority rejects all general bids or does not receive any general bids, and advertises for a second opening of general bids with the original filed sub-bids as set forth in subsection (1) of section forty-four E the notice for receipt of such general bids may be published in the central register and elsewhere as required not less than one week prior to the time specified for such second opening of general bids.

(9) No request for proposals or invitation for bids issued under sections 38A ½ to 38O, inclusive, of chapter 7, section 11C of chapter 25A, section 39M of chapter 30, this section and sections 44A to 44H, inclusive, shall be advertised if the awarding authority's cost estimate is greater than 1 year old."

Attention is directed to the following sections of Chapter 30 of the General Laws of Massachusetts as amended to date.

Section 38A. PRICE ADJUSTMENT CLAUSE IN CONTRACTS FOR ROAD, BRIDGE, WATER AND SEWER PROJECTS AWARDED UNDER SEC. 39M

"Contracts for road and bridge projects awarded as a result of a proposal or invitation for bids under section 39M shall include a price adjustment clause for each of the following materials: fuel, both diesel and gasoline; asphalt; concrete; and steel. Contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under said section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent."

Section 39F. CONSTRUCTION CONTRACTS; ASSIGNMENT AND SUBROGATION; SUBCONTRACTOR DEFINED; ENFORCEMENT OF CLAIM FOR DIRECT PAYMENT; DEPOSIT; REDUCTION OF DISPUTED AMOUNTS.

"(1) Every contract awarded pursuant to sections forty-four A to L inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the

subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general

contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g), and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction."

Section 39G. COMPLETION OF PUBLIC WORKS; SEMI-FINAL AND FINAL ESTIMATES; PAYMENTS; EXTRA WORK; DISPUTED ITEMS.

"Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and water mains, airports and other public works, the

contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one-day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one percent retainage, if held by the awarding authority, for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five-days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the awarding authority, on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment.

Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract."

Section 39I. DEVIATIONS FROM PLANS AND SPECIFICATIONS.

"Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No wilful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section wilfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both."

Section 39J. PUBLIC CONSTRUCTION CONTRACTS; EFFECT OF DECISIONS OF CONTRACTING BODY OR ADMINISTRATIVE BOARD.

"Notwithstanding any contrary provision of any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount of the contract is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district,

board, commission or other public body, a decision, by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily is unsupported by substantial evidence, or is based upon error of law."

Section 39K. PUBLIC BUILDING CONSTRUCTION CONTRACTS; PAYMENTS.

"Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five-days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest

provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."

Section 39L. **PUBLIC CONSTRUCTION WORK BY FOREIGN CORPORATIONS; RESTRICTIONS AND REPORTS.**

"The commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for the work with, and shall not approve as a subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth."

Section 39M. **CONTRACTS FOR CONSTRUCTION AND MATERIALS; MANNER OF AWARDING.**

"(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which

can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials."

For projects estimated to cost more than $10,000, the following provision, section 39M subsection c, applies:

"(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable."

Section 39N. CONSTRUCTION CONTRACTS; EQUITABLE ADJUSTMENT IN CONTRACT PRICE FOR DIFFERING SUBSURFACE OR LATENT PHYSICAL CONDITIONS.

"Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

Section 39O. CONTRACTS FOR CONSTRUCTION AND MATERIALS; SUSPENSION, DELAY OR INTERRUPTION DUE TO ORDER OF AWARDING AUTHORITY; ADJUSTMENT IN CONTRACT PRICE; WRITTEN CLAIM.

"Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the

awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim."

Section 39P. CONTRACTS FOR CONSTRUCTION AND MATERIALS; AWARDING AUTHORITY'S DECISIONS ON INTERPRETATION OF SPECIFICATIONS, ETC.; TIME LIMIT; NOTICE.

"Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made."

Section 39Q. CONTRACTS FOR CAPITAL FACILITY CONSTRUCTION; CONTENTS; ANNUAL CLAIMS REPORT.

"(1) Every contract awarded by any state agency as defined by section thirty-nine A of chapter seven for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section thirty-nine A shall contain the following subparagraphs (a) through (d) in their entirety:

(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the agency or its authorized representative shall be fully performed or complied with pending resolution of the dispute.

(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefor, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his designee shall be final and conclusive unless an appeal is taken as provided below.

(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one day period shall not apply to such

filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a request for extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, he shall notify all parties of the reasons for the delay and the date when the decision will issue. Failure to issue a decision within the one hundred and twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.

(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer's decision shall be final and conclusive, and shall not be set aside except in cases of fraud.

(2) The commissioner of administration shall require the division of hearings officers to prepare annually a report concerning the construction contract claims submitted to the division during the preceding twelve months, in such form as the commissioner shall prescribe. The report shall contain, at a minimum, the following information: the number of claims submitted; the names of all parties to each such claim; a brief description of the claim: the date of submission and of disposition of the claim; its disposition, whether by settlement, withdrawal, default or written decision; and the number of claims currently pending. The original of the report shall be submitted to the commissioner of administration by January fifteenth, and a copy shall be filed with the state librarian and shall be a public document."

Section 39R. KEEPING AND MAINTAINING OF BOOKS, RECORDS AND ACCOUNTS; STATEMENT OF MANAGEMENT ON INTERNAL ACCOUNTING CONTROL; FINANCIAL STATEMENTS; ENFORCEMENT.

"(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.

(3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

(4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof.

Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

(5) "Audit," when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a *certified* opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

(6) "Accountant's Report," when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

(7) "Management," when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary:

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. to maintain accountability for assets;

(3) access to assets is permitted only in accordance with management's general or specific authorization; and

(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(1) whether the representations of management in response to this paragraph, and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner for capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b)."

Section 39S. CONTRACTS FOR CONSTRUCTION; REQUIREMENTS.

"(a) As used in this section the word "person" shall mean any natural person, joint venture, partnership corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than $10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than $10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) That he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding."

Section 40. DISCHARGE OR RELEASE OF BONDS.

"Bonds given to the commonwealth, any county, city, town or political subdivision to secure the performance of contracts for the construction or repair of public buildings or other public works may be discharged or released by the awarding authority, upon such terms as it deems expedient, after the expiration of one year from the time of completion, subject to section thirty-nine K, of the work contracted to be done; provided that no claim filed under said bond is pending, and provided further, that no such bonds shall be discharged or released prior to the expiration of all special guarantees provided for in the contract unless new bonds in substitution therefor specifically relating to the unexpired guarantees shall be taken."

ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 82 (THE LAYING OUT, ALTERATION, RELOCATION AND DISCONTINUANCE OF PUBLIC WAYS, AND SPECIFIC REPAIRS THEREON) OF THE GENERAL LAWS OF MASSACHUSETTS AS AMENDED TO DATE.

Section 40. DEFINITIONS APPLICABLE TO SECTIONS 40A TO 40E.

"The following words, as used in this section and sections 40A to 40E, inclusive, shall have the following meanings:

"**Company**", natural gas pipeline company, petroleum or petroleum products pipeline company, public utility company, cable television company, municipal traffic signal department, and municipal utility company or department that supply gas, electricity, telephone, communication or cable television services or private water companies within the city or town where such excavation is to be made.

"**Description of excavation location**", such description shall include the name of the city or town, street, way, or route number where appropriate, the name of the streets at the nearest intersection to the excavation, the number of the buildings closest to the excavation or any other description, including landmarks, utility pole numbers or other information which will accurately define the location of the excavation.

"**Emergency**", a condition in which the safety of the public is in imminent danger, such as a threat to life or health or where immediate correction is required to maintain or restore essential public utility service.

"**Excavation**", an operation for the purpose of movement or removal of earth, rock or the materials in the ground including, but not limited to, digging, blasting, augering, backfilling, test boring, drilling, pile driving, grading, plowing in, hammering, pulling in, jacking in, trenching, tunneling and demolition of structures.

"**Excavato**r", any entity including, but not limited to, a person, partnership, joint venture, trust, corporation, association, public utility, company or state or local government body which performs excavation operations.

"Marking standards", the methods by which a company designates its facilities in accordance with standards established by the Common Ground Alliance and the American Public Works Association.

"Non-mechanical means", excavation using any device or tool manipulated by human power, including air vacuum, air blowing or similar methods of excavation designed to minimize direct contact with utilities.

"**Premark**", to delineate the general scope of the excavation or boring on the paved surface of the ground using white paint, or stakes or other suitable white markings on nonpaved surfaces. No premarking shall be acceptable if such

marks can reasonably interfere with traffic or pedestrian control or are misleading to the general public. Premarking shall not be required of any continuous excavation that is over 500 feet in length.

"Professional land surveyor", a professional land surveyor as defined in section 81D of chapter 112.

"**Safety zone**", a zone designated on the surface by the use of standard color-coded markings which contains the width of the facilities plus not more than 18 inches on each side.

"**Standard color-coded markings**", red - electric power lines, cables, conduit or light cables; yellow - gas, oil, street petroleum, or other gaseous materials; orange - communications cables or conduit, alarm or signal lines; blue - water, irrigation and slurry lines; green - sewer and drain lines; white - premark of proposed excavation.

"**System**", the underground plant damage prevention system as defined in section 76D of chapter 164."

Section 40A. EXCAVATIONS; NOTICE.

"No excavator installing a new facility or an addition to an existing facility or the relay or repair of an existing facility shall, except in an emergency, make an excavation, in any public or private way, any company right-of-way or easement or any public or privately owned land or way, unless at least 72 hours, exclusive of Saturdays, Sundays and legal holidays but not more than 30 days before the proposed excavation is to be made, such excavator has premarked not more than 500 feet of the proposed excavation and given an initial notice to the system. Such initial notice shall set forth a description of the excavation location in the manner as herein defined. In addition, such initial notice shall indicate whether any such excavation will involve blasting and, if so, the date and the location at which such blasting is to occur.

Any professional land surveyor working on a preliminary design for a new facility or renovation where excavation is necessary shall: (i) Premark the proposed excavation; and (ii) provide initial notice to the system.

The notice requirements shall be waived in an emergency as defined herein; provided, however, that before such excavation begins or during a life-threatening emergency, notification shall be given to the system and the initial point of boring or excavation shall be premarked. The excavator shall ensure that the underground facilities of the utilities in the area of such excavation shall not be damaged or jeopardized.

In no event shall any excavation by blasting take place unless notice thereof, either in the initial notice or a subsequent notice accurately specifying the date and location of such blasting shall have been given and received at least 72 hours in advance, except in the case of an unanticipated obstruction requiring blasting when such notice shall be not less than four hours prior to such blasting. If any such notice cannot be given as aforesaid because of an emergency requiring blasting, it shall be given as soon as may be practicable but before any explosives are discharged."

Section 40B. DESIGNATION OF LOCATION OF UNDERGROUND FACILITIES.

"Within 72 hours, exclusive of Saturdays, Sundays and legal holidays, from the time the initial notice is received by the system or at such time as the company and the excavator or professional land surveyor agree, such company shall respond to the initial notice or subsequent notice by designating the location of the underground facilities within 15 feet in any direction of the premarking so that the existing facilities are to be found within a safety zone. Such safety zone shall be so designated by the use of standard color-coded markings. The providing of such designation by the company shall constitute prima facie evidence of an exercise of reasonable precaution by the company as required by this section; provided, however, that in the event that the excavator or professional land surveyor has given notice as aforesaid at a location at which because of the length of excavation the company cannot reasonably designate the entire location of its facilities within such 72 hour period, then such excavator or professional land surveyor shall identify for the company that portion of the excavation which is to be first made and the company shall designate the location of its facilities in such portion within 72 hours and shall designate the location of its facilities in the remaining portion of the location within a reasonable time thereafter. When an emergency notification has been given to the system, the company shall make every attempt to designate its facilities as promptly as possible. A company shall conduct periodic audits to ensure: (i) the accuracy of the designated location and marking of its facilities; and (ii) its adherence to marking standards."

Section 40C. EXCAVATOR'S RESPONSIBILITY TO MAINTAIN DESIGNATION MARKINGS; DAMAGE CAUSED BY EXCAVATOR.

"After a company has designated the location of its facilities at the location in accordance with section 40B, the excavator shall be responsible for maintaining the designation markings at such locations, unless such excavator requests remarking at the location due to the obliteration, destruction or other removal of such markings. The company shall then remark such location within 24 hours following receipt of such request.

When excavating in close proximity to the underground facilities of any company when such facilities are to be exposed, non-mechanical means shall be employed, as necessary, to avoid damage in locating such facility and any further excavation shall be performed employing reasonable precautions to avoid damage to any underground facilities including, but not limited to, any substantial weakening of structural or lateral support of such facilities, penetration or destruction of any pipe, main, wire or conduit or the protective coating thereof, or damage to any pipe, main, wire or conduit.

If any damage to such pipe, main, wire or conduit or its protective coating occurs, the company shall be notified immediately by the excavator responsible for causing such damage.

The making of an excavation without providing the notice required by section 40A with respect to any proposed excavation which results in any damage to a pipe, main, wire or conduit, or its protective coating, shall be prima facie evidence in any legal or administrative proceeding that such damage was caused by the negligence of such person."

Section 40D. LOCAL LAWS REQUIRING EXCAVATION PERMITS; PUBLIC WAYS.

"Nothing in this section shall affect or impair local ordinances or by-laws requiring a permit to be obtained before excavation in a public way or on private property; but notwithstanding any general or special law, ordinance or by-law to the contrary, to the extent that any permit issued under the provisions of the state building code or state fire code requires excavation by an excavator on a public way or on private property, the permit shall not be valid unless the excavator notifies the system as required pursuant to sections 40 and 40A, before the commencement of the excavation, and has complied with the permitting requirements of chapter 82A."

Section 40E. VIOLATIONS OF SECS. 40A TO 40E; PUNISHMENT.

"Any person or company found by the department of public utilities, after a hearing, to have violated any provision of sections 40A to 40E, inclusive, shall be fined $1000 for the first offense and not less than $5,000 nor more than $10,000 for any subsequent offense within 12 consecutive months as set forth by the rules of said department; provided, however, that nothing herein shall be construed to require forfeiture of any penal sum by a state or local government body for violation of section 40A or 40C; and provided, further, that nothing herein shall be construed to require the forfeiture of any penal sum by a residential property owner for the failure to premark for an excavation on such person's residential property. The department of public utilities may require any person or company not in compliance with sections 40A to 40E, inclusive, to complete a "Dig Safe" training program in lieu of a fine for a first offense. "

ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 30 (AN ACT MOBILIZING ECONOMIC RECOVERY IN THE COMMONWEALTH) OF THE ACTS OF 2009.

Section 33.

"(a) Notwithstanding any general or special law to the contrary, the following requirements shall apply to any public works project funded by the American Recovery and Reinvestment Act of 2009 where the amount of construction costs under any contract awarded is likely to exceed $1,000,000. For the purposes of this section, "public works" shall mean building or work the construction of which is carried on by authority of the commonwealth, or by a county, town, authority or district, or with funds of a federal agency or the commonwealth or a county, city, town, authority or district to serve the interest of the general public, regardless of whether title thereof is in the commonwealth or in a county, city, town, authority or district; provided, however, that for the purposes of this definition, "construction" shall have the meaning provided in section 27D of chapter 149 of the General Laws.

(b) For any public works project subject to subsection (a), the specifications set forth in any request for responses shall include a requirement that, on a per project basis, not less than 20 per cent of the total hours of employees receiving an hourly wage who are directly employed on the site of the project, employed by the contractor or a subcontractor and subject to the prevailing wage, shall be performed by apprentices in bona fide apprentice training programs as provided in sections 11H and 11I of chapter 23 of the General Laws which are approved by the division of apprentice training in the executive office of labor and workforce development.

(c) During the performance of a public works project subject to subsections (a) and (b), the contractor shall submit periodic reports to the awarding authority with records indicating the total hours worked by all journeymen and apprentices in positions subject to the apprentice requirement. In any instance in which the apprentice hours do not constitute 5 per cent of the total hours of employees subject to the apprentice requirement, the contractor shall submit a plan to the awarding authority describing how the contractor shall comply with the apprentice requirement.

(d) The attorney general shall have all the necessary powers to require compliance with the requirements of subsections (a), (b) and (c) therewith, including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts. Prior to award of the contract, an awarding authority may petition the attorney general for approval to adjust the requirements set forth in said subsections (a), (b) and (c). The attorney general may adjust these requirements only if he determines that compliance with these requirements is not feasible or if application of the requirements would be preempted by federal law.

(e) An awarding authority serving a low-income population may require additional specifications that address the needs of its clients including, but not limited to, preferential hiring for residents of public housing authorities for available apprenticeship positions.

(f) Subject to appropriation, the division of apprentice training shall enhance its outreach efforts to underserved populations in order to increase and diversify the number of apprentices in the commonwealth."

Section 39.

"Any entity located in the commonwealth that receives federal funds through the American Recovery and Reinvestment Act of 2009 shall provide information as directed by the secretary of administration and finance regarding the use of the funds. The required information shall include, but not be limited to, the reporting information required by the federal government and any other information deemed necessary by the secretary to administer the American Recovery and Reinvestment Act of 2009 responsibly, efficiently and transparently. To the extent possible, the secretary shall work to streamline the reporting of this information, minimize duplication of data entry by recipients and ensure data consistency. The secretary may issue regulations to effectuate this reporting requirement."

Section 40.

"Employers and hiring agents on all projects funded in whole or in part by the American Recovery and Reinvestment Act of 2009 shall post notices of available employment opportunities to the commonwealth's job bank or the one-stop career centers closest to where the projects shall be located. The postings shall contain such information as directed by the secretary of labor and workforce development. The secretary may issue regulations to effectuate this job posting requirement."

END OF SECTION

SECTION 00830

ATTACHMENT C

CHANGE ORDERS

ATTACHMENT C

CHANGE ORDERS

Policy:

This section supplements Article 11, Changes to the Contract, in the General Conditions and Supplementary Conditions.

All executed change orders submitted to the Engineer for review and processing must be prepared in accordance with the attached change order format (Appendix A) with the appropriate number of copies, calculation sheet(s) (Appendix B) and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order.

In order to avoid possible delays with approval of change orders, at the beginning of the project and as circumstances warrant, the Contractor shall submit a list of construction equipment, identifying major pieces of equipment to be utilized on the project. The list shall include the Contractor's designation, if any, the manufacturer, model, year of manufacture, serial number, size and horsepower of equipment. The Contractor shall also provide for approval a proposed bluebook equipment rental rate development that separately lists for each piece of equipment the monthly rental rate, area adjustment factor, depreciation factor, estimated operating cost per hour and total hourly rate. In the event the Contractor fails or is unable to provide appropriate rate information the Engineer may develop equipment rental rates for use on change orders.

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General Laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction as amended from time to time.

Payment of change orders shall be made in accordance with one of the following three methods:

A. Existing unit prices as set forth in the contract; or
B. Agreed upon lump sum or unit prices; or
C. Time and materials

A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the contract unit price(s) for the acceptable quantities. Under certain circumstances, the unit

prices may be subject to revaluation and adjustment. See Article 13 in the Supplementary Conditions.

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the Contractor shall submit promptly in writing to the Engineer an offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

1. The estimated cost of Labor, plus
2. Direct Labor Cost, plus
3. Material and Freight Costs, plus
4. Equipment Costs, plus
5. An amount not to exceed 15% of the sum of items 1 through 4 for overhead and profit, plus (if applicable),
6. In the case of work done by a subcontractor an amount not to exceed 5%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credits for work deleted from the contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained as noted above and is so stated in the change price, the Contractor shall accept as full payment for which no agreement is contained in contract, an amount equal to:

1. The estimated cost of Labor, plus
2. The Direct Labor Costs, plus
3. Equipment Costs, plus
4. Material and Freight Costs, plus
5. An amount not to exceed 15% of the sum of items 1 through 4 for overhead and profit, plus, if applicable,
6. In the case of work done by a subcontractor an amount not to exceed 5%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credit for work deleted from the Contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

Explanation of items 1 through 7 as outlined in "B" and "C" above:

1. Labor - Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items 5 and/or 6. Hourly labor rates in excess of those as listed in the contract wage rates require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.

2. Direct Labor Costs - These costs are limited to those which are required in the contract document. Coverage in excess of the contract provisions, secured by the contractor/subcontractor(s) at his option, are ineligible. The following list of typical direct labor charges is provided for your assistance and is in no way intended to be complete or all encompassing:

   Workman's Compensation

   Federal/State: Social Security Tax and Unemployment Tax;

   Health, Welfare and Pension Benefits; (this cost is included in the wage rates appearing in the Attachment A Massachusetts Wage Rates.

Liability insurance:	Bodily injury; excess umbrella; property damage; public liability
Blasters insurance:	If applied to any required direct labor costs
Builders risk insurance:	If applied to any required direct labor costs
Experience modification insurance:	If applied to any required direct labor costs
Surcharges:	If applied to any required direct labor costs

Following award and prior to execution of a construction contract, the Contractor and filed subbidders (where applicable) shall submit for review by the Owner, documentation to establish the markup percentage(s).

The documented direct labor markup for this contract may be adjusted on an annual basis as measured from the date the contract is executed. The contract agreement will provide for the establishment of the Direct Labor Cost percentage.

3. Material and Freight - Only those materials required as a result of the change order and reasonable freight charges for delivery of same are allowable.

4. Equipment - Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current EquipmentWatch, division of

Intertec Publishing [Formerly Nielson/Dataquest] Rental Rate Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate, the following shall apply:

a. For equipment already on the project - the monthly prorated rental rate by the hourly use shall be applicable;

b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items 5 and/or 6.

(1 Month (Normal Use) = 176 hours)

5.& 6. Overhead and Profit - All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).

7. Credits - Work deleted, material and equipment removed from the contract, stored and/or returned shall be credited to the cost of the change order, less documented costs.

This change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs (as applicable to state-funded projects).

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

APPENDIX A

Change Order Sheet___of __

(Enter Project Name)

(Enter Location)

Date_____

Project No. _____SRF No. (if applicable)_____

Contract No. _____

Change Order No. _____

Contract Amount (As Bid) $_____

Amount of Previous Change Orders $_____

Net Change in Contract Price (this Change Order) $_____

Total Adjusted Contract Price (including this Change Order $_____

This Change Order extends the time to complete the work by ____ calendar days.

The extended completion date is _____

_____.

This Change Order checked by: _____

Resident Representative Date

This Change Order is requested by: _____

This Change Order is recommended by:

_____

Consultant Engineer P.E. # Date

The undersigned agree to the terms of the Change Order.

_____

Contractor Date

_____

Owner Date

Certification of Appropriation under M.G.L. c.44, s.31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____ _____

Certification Officer (Auditor, Accountant, Treasurer) Date

Do not write below this space: this space reserved for STATE AGENCY APPROVAL

_____

CHANGE ORDER (continued) Sheet__of__
(Enter Project Name)
(Enter Location)

Date_____

Project No. _____SRF No. (if applicable)_____

Contract No. _____

Change Order No. _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Item 1:

Description of Change:_____

Reason for Change:_____

Backup Information:_____

Cost: $_____

Item 2

Description of Change:_____

Reason for Change:_____

Backup Information:_____

Cost: $_____

Appendix B
Example Calculation Sheet

1. Labor

Foreman	10 hours @	$10.00/hour	$100.00
Engineer	10 hours @	8.80/hour	85.00
Operator	10 hours @	9.50/hour	95.00
Laborers	24 hours @	7.00/hour	168.00
			$448.00

2. Direct Labor Cost (use the agreed upon Direct Labor Cost)

*(30)% of $448.
*(used for example purposes only) $ 134.00

3. Materials & Freight

150 1.f. of 12" pipe @ $2.00/1.f.	$ 300.00
15 v.f. precast SMH	1,700.00
Freight (slip#___ enclosed)	25.00
	$2,025.00

4. Equipment

1 Backhoe	10 hours @	$ 80.00/hour	$ 800.00
1 Truck-crane	10 hours @	100.00/hour	1000.00
			$1800.00

TOTAL (items 1 through 4): $4,407.00

5. (20%) markup for Overhead, Profit

(20%) of $4,407 $ 881.00

6. (7½ %) markup on subcontractor's cost for general contractor (if subcontractor is involved)

(7½ %) of $4,407 $ 331.00

7. Credits (deductibles) -$323.00

TOTAL COST: $5,296.00

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculation, photographs, reports**.**

END OF SECTION

SECTION 00890

PERMITS

PART 1 – GENERAL

1.01 DESCRIPTION:

This Section provides specific information and defines specific requirements of the Contractor regarding the preparation and acquisition of permits required to perform the work of this project.

1.02 RELATED WORK:

A. Section 01110, CONTROL OF WORK AND MATERIALS

B. Section 01550, SIGNAGE (TRAFFIC CONTROL)

C. Section 01570, ENVIRONMENTAL PROTECTION

1.03 GENERAL REQUIREMENTS:

A. The Owner has obtained or will obtain and pay for the permits listed below, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00700, GENERAL CONDITIONS.

Permits by Owner	Status
Street Opening Permit	*
*Contractor shall prepare permit application after contract is awarded. Permit is available on the Town's website. Owner will pay for and/or waive the permit application fee, if applicable.	

PART 2 - PRODUCTS

Not Applicable.

PART 3 – EXECUTION

3.01 PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS:

A. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.

B. Prior to commencing any construction activities, the Contractor shall demonstrate to the Owner and the Engineer, through on-site inspection and submitting copies of permits or approvals, that it is in full compliance with the terms and conditions of all permits specified herein. The Contractor shall maintain full compliance with all permits throughout the performance of the work, and upon request, grant access to permitting authorities to inspect the site for the purpose of verifying such compliance.

END OF SECTION

P:\MA\Billerica MA\24-0745 Poe and Tower Farm Rd Drainage CIPP Design\05-Specifications\DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS\SECTION 00890 - PERMITS\SECTION 00890 - PERMITS.docx

TOWN OF BILLERICA
Department of Public Works
Town Hall, 365 Boston Road
Billerica, Massachusetts 01821
PH: (978) 436-9178 FAX: (978) 671-0906

Application Date: _____
Start Date: _____
Completion Date: _____

PERMIT NUMBER: _____

PERMIT FOR STREET/RIGHT OF WAY OPENING AND CURB CUT - VALID 30 CALENDAR DAYS ONLY

Application must be fully completed, including required plans, prior to consideration. Five (5) Business days required for processing.

NAME OF APPLICANT: _____ COMPANY: _____
PHONE: _____ EMERGENCY PHONE: _____
ADDRESS: _____

WORK BEING PERFORMED FOR: _____
PROJECT LOCATION: DIGSAFE #: _____ DIGSAFE DATE: _____
TRENCHING PERMIT #: _____ (MUST ATTACH COPY OF TRENCHING PERMIT)

STREET ADDRESS | SURFACE TYPE | LENGTH / TYPE OF CUT

THE TOWN REQUIRES THAT FORTY-EIGHT (48) HOURS NOTICE BE GIVEN TO THE DPW OPERATIONS SUPERVISOR BEFORE COMMENCEMENT OF ANY WORK, INCLUDING SAWCUTTING, EXCAVATION, BACKFILL, OR ANY PATCHING.

CONTRACTOR MUST CALL 978-436-9178 *PRIOR* TO BEGINNING WORK.

THIS PERMIT IS ISSUED FOR THE PURPOSE OF AUTHORIZING THE ABOVE NAMED APPLICANT TO WORK

WITHIN: ( ) PUBLIC RIGHT-OF-WAY ( ) PUBLIC EASEMENT ( ) OTHER _____

( ) INSTALLING ( ) REPAIRING ( ) EMERGENCY REPAIRING OTHER: _____
( ) GAS ( ) WATER ( ) SEWER ( ) DRAINAGE OTHER: _____
( ) CURB AND GUTTER / SHOULDER ( ) SIDEWALK ( ) DRIVEWAY OTHER: _____
( ) SERVICE ( ) MAIN
REMARKS: _____

THE UNDERSIGNED APPLICANT BEING FAMILIAR WITH THE REQUIREMENTS OF THE TOWN OF BILLERICA DPW DOES HEREBY AGREE TO PERFORM ALL WORK IN COMPLIANCE WITH THE POLICIES, REGULATIONS AND SPECIFICATIONS AS SET FORTH AND TO ADHERE TO THE REQUIREMENTS SPECIFIED BY THE DPW.

APPLICANT SIGNATURE: _____
DATE: _____
FOR: _____

DO NOT WRITE BELOW THIS LINE

ADDITIONAL REQUIREMENTS:

( ) OVERLAY ( ) MILL AND OVERLAY ( ) COMPACTION TESTS
( ) REGRAVEL ( ) LINE STRIPE ( ) SELECT BACKFILL
( ) PLANS ( ) FLOWABLE FILL ( ) INFRA RED REPAIR
( ) OTHER: _____
REMARKS: _____

APPROVALS:

STREET OPENING _____ (OPERATIONS SUPERVISOR) _____ (DATE)

$ _____ (PERMIT FEE) _____ (CHECK #) CURB CUT _____ (TRAFFIC SAFETY OFFICER) _____ (DATE)

$ _____ (SURETY) _____ (CHECK #) TAX OFFICE _____ (APPROVED BY) _____ (DATE)

CC: ( ) HIGHWAY ( ) WATER ( ) SEWER ( ) ENGINEERING

SECTION 01014

SCOPE AND SEQUENCE OF WORK

PART 1 – GENERAL

1.01 WORK INCLUDED:

A. This Section of the specifications covers the scope and sequence of work for the Poe Road and Tower Farm Road Drainage Rehabilitations in Billerica, Massachusetts.

The scope of work of the Base Bid includes installation of approximately 1,799 linear feet of cured-in-place pipe; and other related tasks in the Town of Billerica, Massachusetts.

B. The Contractor shall furnish all labor, materials, equipment, and incidentals required to complete the work as shown on the drawings and as specified herein.

1.02 RELATED WORK:

A. SECTION 01110 – CONTROL OF WORK AND MATERIALS

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 GENERAL:

A. The Contractor shall be responsible for scheduling its activities and the activities of any subcontractors involved, to meet the completion date, or milestones, established for the contract. Scheduling of the work shall be coordinated with the Owner and Engineer.

B. The Construction Sequence Requirements shall be used by the Contractor to form a complete schedule for the project, which shall be coordinated with the Owner and Engineer. Prior to performing any work at the site, the Contractor shall submit a

detailed plan to the Engineer for review. The plan shall describe the proposed sequence, methods, and timing of the work.

3.02 CONSTRUCTION SEQUENCING REQUIREMENTS:

A. Contractor shall coordinate with the Owner, Engineer, and school personnel prior to beginning work in any school areas or bus routes.

B. All work may be scheduled at the Contractor's discretion within the time of contract so long as it adheres to this scope and sequence of work and all plans and specifications. The schedule is also subject to approval by the Engineer.

END OF SECTION

P:\MA\Billerica MA\24-0745 Poe and Tower Farm Rd Drainage CIPP Design\05-Specifications\DIVISION 1 - GENERAL REQUIREMENTS\01014 - SCOPE AND SEQUENCE OF WORK.docx

SECTION 01110

CONTROL OF WORK AND MATERIALS

PART 1 – GENERAL

Not Applicable.

PART 2 – PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 HAULING, HANDLING AND STORAGE OF MATERIALS:

A. The Contractor shall, at its own expense, handle and haul all materials furnished by it and shall remove any of its surplus materials at the completion of the work.

B. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by it that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.

C. All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be always had to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.

D. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

3.02 EASEMENTS:

A. Contractor shall schedule work so that it will cause minimum inconvenience and nuisance to abutting property owners, over the shortest possible time.

B. Work areas shall be kept clean; no rubbish or discarded construction materials shall be allowed to accumulate. Storage of excess construction materials, including soil, ledge, equipment, or machinery on easements will not be allowed.

C. Restoration of fences, shrubs, trees, and grass shall be completed promptly following completion of the work in an easement, if required, to minimize disruption and inconvenience to property owners.

D. Unless approved by the Engineer, the use of easements for ease of access to and egress from other areas of the project will not be permitted.

3.03 MAINTENANCE OF TRAFFIC:

A. Unless permission to close the street is received in writing from the proper authority, all excavated materials and equipment shall be placed so that vehicular and pedestrian traffic may be safely always maintained.

B. Should the Chief of Police deem it necessary, uniformed officers will be assigned to direct traffic. The Contractor shall make all arrangements in obtaining uniformed officers required.

C. The Contractor shall at its own expense, as directed by the Police Traffic Control/Safety Officer, provide and erect acceptable barricades, barrier fences, traffic signs, and all other traffic devices not specifically covered in a bid item, to protect the work from traffic, pedestrians, and animals. The Contractor shall provide sufficient temporary lighting such as lanterns/flashers (electric battery operated) or other approved illuminated traffic signs and devices to afford adequate protection to the traveling public, at no additional cost to the Owner. See Section 01552 CONSTRUCTION ZONE SAFETY PLAN.

D. The Contractor shall furnish all construction signs that are deemed necessary by and in accordance with Part VI of the Manual on Uniform Traffic Control Devices as published by the U.S. Department of Transportation. In addition, the Contractor may be required to furnish up to 128 square feet of additional special construction warning signs. Size and exact wording of signs shall be determined by the Engineer during construction.

E. The intent of policing is to ensure public safety by direction of traffic. Police officers are not to serve as guards to protect the Contractor's equipment and materials.

F. Nothing contained herein shall be construed as relieving the Contractor of any of its responsibilities for protection of persons and property under the terms of the Contract.

3.04 CARE AND PROTECTION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at its expense, to a condition similar or equal to that existing before the damage was done, to the satisfaction of the Engineer.

3.05 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

A. All existing buildings, utilities, pipes, poles, wires fences, curbings, property line markers and other structures which the Engineer decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported, and protected from damage by the contractor. Should such property be damaged, the Contractor shall restore it, at no additional cost to the Owner.

B. The Contractor shall determine the location of all underground structures and utilities (including existing water services, drain lines, electrical lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by Contractor.

C. When fences interfere with the Contractor's operations, it shall remove and (unless otherwise specified) promptly restore them in accordance with Section 01564 EXISTING FENCES.

D. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels which are shaped to cut or otherwise damage such surfaces.

E. All property damaged by the Contractor's operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.

F. Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

3.06 MAINTENANCE OF FLOW:

A. The Contractor shall at its own cost, provide for the flow of drains interrupted during the progress of the work, and shall immediately cart away and dispose of all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer well in advance of the interruption of any flow.

B. All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs any of the previously mentioned drainage facilities, it shall repair the same within the same day.

C. At the conclusion of the work, the Contractor shall remove all silt in drainage structures caused by its operations as described in Section 01740, CLEANING UP.

3.07 REJECTED MATERIALS AND DEFECTIVE WORK:

A. Materials furnished by the Contractor and condemned by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by

the Contractor and shall not be made use of elsewhere in the work.

B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer.

C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or its employees, as determined by the Engineer, occurring before the final payment.

3.08 SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Engineer. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

3.09 SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et. seq.)." The Contractor shall be familiar with the requirements of these regulations.

3.10 SITE INVESTIGATION:

The Contractor acknowledges that it has satisfied itself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished as far as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint itself with available information will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor based on the information made available by the Owner.

3.11 HAZARDOUS WASTE:

Should the Contractor, while performing work under this contract, uncover hazardous materials, as defined in Massachusetts Hazardous Waste Regulations 310 CMR 30.00, it

shall immediately notify the Engineer. The Contractor is not, and has no authority to act as, a handler, generator, operator or disposer of hazardous or toxic substances found or identified at the site, and the Owner shall undertake all such functions.

END OF SECTION

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SECTION 01140

SPECIAL PROVISIONS

PART 1 - GENERAL

Not applicable.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.01 WATER FOR CONSTRUCTION PURPOSES:

A. In locations where water is in sufficient supply, the Contractor may be allowed to use water without charge for jetting backfill and other construction purposes. The express approval of the Owner shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use. The Contractor may obtain water from the filling station at the Billerica Treatment Plant located at 70 Letchworth Avenue, Billerica, MA 01862.

B. If no water is available, the Contractor shall supply water at no additional cost to the Owner.

3.02 PIPE LOCATION:

Pipe shall be located substantially as indicated on drawings. The Owner reserves the right, acting through the Engineer, to make such modifications as may be deemed desirable to avoid interference with existing structures or for other reasons.

3.03 DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment that is dependent on the correctness of such information.

3.04 OCCUPYING PRIVATE PROPERTY:

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the public highways or Owner's easements, except with the written consent of the property owner or property owner's agent.

3.05 EXISTING UTILITY LOCATIONS – CONTRACTOR'S RESPONSIBILITY:

A. The location of existing underground services and utilities shown on the drawings is based on available records. It is not warranted that all existing utilities and services are shown, or that shown locations are correct. The Contractor shall be responsible for having the utility companies locate their respective utilities on the ground prior to excavating.

B. The Town of Billerica is not part of DigSafe. Contractor shall call Water Division at (978) 671-0957 and Wastewater Division at 978-671-0956 72 hours before any excavation.

C. The Contractor shall coordinate all work involving utilities and shall satisfy itself as to the existing conditions of the areas in which it is to perform its work. It shall conduct and arrange its work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

3.06 COORDINATION OF WORK:

The General Contractor shall be responsible for coordinating its own work as well as that of any subcontractors. It shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.

3.07 TIME FOR COMPLETION OF CONTRACT:

The time for completion of this contract is stipulated in the Form of/for General Bid. The Bidder shall base its bid on completing the proposed work by the completion date stipulated in Section 00410, FORM OF GENERAL BID/FORM FOR GENERAL BID.

3.08 COMPLIANCE WITH PERMITS:

A. The Contractor shall perform all work in conformance with requirements of the Permits, which appear in Section 00890 – PERMITS.

3.09 CUTTING, FITTING AND PATCHING:

A. The Contractor shall do all cutting, fitting, or patching of its work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors, as shown upon or reasonably implied by the drawings and the specifications for the completed structure, including all existing work.

B. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor, save with the consent of the Engineer.

C. All holes or openings required to be made in new or existing work, particularly at pipe, conduit, or other penetrations not covered by escutcheons or plates shall be neatly

patched. All such holes shall be made completely watertight as approved by the Engineer.

D. Size and locations of holes required in steel, concrete, or other structural or finish materials for piping, wiring, ducts, etc., which have not been located and detailed on the drawings shall be approved by the Engineer prior to layout and cutting thereof. All holes shall be suitably reinforced as required by the Engineer.

E. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specification. Patches and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

3.10 CONTRACTOR'S REPRESENTATIVE:

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

3.11 HOURS OF CONSTRUCTION ACTIVITY:

A. The Contractor shall conduct all construction activity between 7:00 a.m. and 5:00 p.m., Monday through Friday unless otherwise requested by the OWNER. The CONTRACTOR shall refer to the plans for locations that may require work outside of normal work hours. No construction work shall be allowed on Saturdays, Sundays or Holidays without written authorization from the Owner.

B. The Owner will provide personnel for assistance in locating and operating valves at no cost to the Contractor during the Owner's normal working hours (Monday through Friday 8:00 a.m. to 4:00 p.m.). When this assistance is required by the Contractor outside of the Owner's normal working hours the cost will be incurred by the Contractor at the prevailing overtime rate of pay for the personnel providing the assistance. The Owner will bill the Contractor directly.

3.12 TRAFFIC CONTROL

The Contractor shall maintain one lane of traffic at all times during construction activity.

3.13 CONSTRUCTION CREWS:

The Contractor shall not increase the number of construction crews assigned to the work without providing one-week advance notice to the Engineer.

3.14 MASSACHUSETTS DATA SECURITY REGULATIONS:

The Contractor is required to comply with data security regulations contained in 201 CMR 17.00 that have been established to safeguard personal information of Massachusetts residents contained in paper or electronic records. The Contractor shall not submit to the Engineer or Owner documents in paper or electronic form that contain personal information (person's name combined with one or more of the following – Social Security Number, driver's license number or state-issued identification card number, financial institution account number, or credit or debit card number). Any document submitted to the Engineer that violates this provision shall be returned to the Contractor and the Contractor shall remove personal information from the document prior to resubmitting it to the Engineer. The Contractor shall require each Subcontractor to also comply with the MA data security regulations insofar as they involve submittal of personal information to the Engineer and Owner.

END OF SECTION

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SECTION 01250

PRICE ADJUSTMENTS

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Price adjustments, as required by MGL Chapter 30, Section 38A, shall be implemented for this Project. Price adjustments, as enumerated in Part 3 of this specification, shall be made for the following items:

Water and Sewer Projects

- Diesel fuel and gasoline
- Liquid asphalt
- Portland cement contained in cast-in-place concrete

Road and Bridge Projects

- Diesel fuel and gasoline
- Asphalt
- Concrete
- Steel

B. Price adjustments shall be made in accordance with the methodology adopted by the Massachusetts Department of Transportation in the following SPECIAL PROVISIONS documents, which are attached, but modified as contained herein:

1. Document 00811 Monthly Price Adjustment for Hot Mix Asphalt Mixtures, revised July 8, 2016
2. Document 00812 Monthly Price Adjustment for Diesel fuel and Gasoline, revised January 26, 2009
3. Document 00813 Price Adjustments for Structural Steel and Reinforcing Steel, dated March 16,2023
4. Document 00814 Price Adjustments for Portland Cement concrete Mixes, dated January 12, 2009

C. Base and Period Prices used to calculate price adjustments shall be as published by the Massachusetts Department of Transportation as presented in Documents 00811 through 00814.

1.02 CONTRACTOR CREDIT TO OWNER SHOULD PRICES DECREASE:

A. Price adjustments will only be made if the variance between the base price and the period price is Five Percent (5%) or more.

B. In the instance where the period price is below the base price by 5% or more, then the Contractor shall credit the Owner the adjustment.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.01 DIESEL FUEL AND GASOLINE:

A. Price adjustments shall be determined based on documented quantities of diesel fuel and gasoline usage for site dedicated equipment. This methodology shall replace the price adjustment basis on fuel usage factors, as described within the Massachusetts Department of Transportation Document 00812.

B. All site dedicated equipment shall be approved by the Engineer for the calculation of any qualifying price adjustment. Prior to the start of work the Contractor shall submit to the Engineer a list of all dedicated equipment for the project. The Contractor shall forward updated submittals, as necessary, throughout the duration of the contract. Only that equipment included within the current approved list shall be considered eligible for calculating a price adjustment under this Section 01250.

C. The Contractor shall submit fuel delivery slips to the Engineer as a basis for calculating total diesel fuel and gasoline usage for site dedicated equipment. At a minimum, the delivery slips will include the name of the fuel delivery company, the date and location of fueling, the type of fuel, description of the fueled equipment and the quantity for each type of fuel delivered in gallons. Any slips not providing the minimum information shall not be included in the calculation of total diesel fuel and gasoline usage for price adjustment purposes.

3.02 LIQUID ASPHALT:

A. The “Period Price Method” shall be used to determine price adjustments. For projects utilizing reclaimed asphalt include Reclaimed Asphalt Pavement (RAP) Factor (0.0 to <1.0) in calculation of the total price adjustment. Otherwise, use RAP Factor = 1.0.

B. For bid items involving asphalt paving that are measured and paid on a linear foot basis, or some other basis besides tonnage, the number of tons shall be determined by the Engineer using compacted measure of thickness within the established payment limits.

C. Asphalt paving not separately measured for payment but rather included as an incidental component of work under a related bid item shall not be considered for price adjustment.

3.03 STRUCTURAL AND REINFORCING STEEL:

A. Steel price adjustments shall not be made for water and sewer projects.

B. Period prices for steel are subject to change up to four (4) months after the date of original publication. Therefore, no price adjustment will be made until the index for the period is finalized.

3.04 PORTLAND CEMENT AND CONCRETE:

A. The price adjustment applies to all projects contained herein in Section 1.01A.

B. Field Concrete used in water and sewer projects, typically used for thrust blocks and concrete encasement, shall not be considered for price adjustment. Cast-in-place concrete used on these projects will be included in the price adjustment determination.

END OF SECTION

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ATTACHMENT FOR SECTION 01250 PRICE ADJUSTMENTS

MASSDOT DOCUMENTS 00811-00814

DOCUMENT 00811
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES
ENGLISH AND METRIC UNITS
Revised: 07/08/2016

This provision applies to all projects using greater than 100 tons (91 megagrams) of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. They shall not include transportation or other charges. Price Adjustments will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.

Period Price

The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The Department will post this Period Price on its website at http://www.mhd.state.ma.us/ within two (2) business days following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor. This method of period price determination was formerly called the New Asphalt Period Price Method. Separate website postings using both the New Asphalt Period Price Method and the Old Asphalt Period Price Method were discontinued after June 2013.

Price Adjustment Determination, Calculation and Payment

The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either upwards or downwards, will be made after the work has been performed using the monthly period price for the month during which the work was performed.

Price Adjustments will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

Price Adjustments will be separate payment items. The pay item numbers are 999.401 for a positive price adjustment (a payment) and 999.402 for a negative price adjustment (a deduction). Price Adjustments will be calculated using the following equation:

Price Adjustment = Tons of HMA Placed X Liquid Asphalt Content % X RAP Factor X (Period Price - Base Price)

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

******** END OF DOCUMENT ********

DOCUMENT 00812

SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE – ENGLISH UNITS

Revised: 01/26/2009

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY.	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

******** END OF DOCUMENT ********

DOCUMENT 00813

SPECIAL PROVISIONS

PRICE ADJUSTMENTS FOR STRUCTURAL STEEL AND REINFORCING STEEL

March 16, 2023

This special provision applies to all projects containing the use of structural steel and/or reinforcing steel as specified elsewhere in the Contract work. It applies to all structural steel and all reinforcing steel, as defined below, on the project. Compliance with this provision is mandatory, i.e., there are no "opt-in" or "opt-out" clauses. Price adjustments will be handled as described below and shall only apply to unfabricated reinforcing steel bars and unfabricated structural steel material, consisting of rolled shapes, plate steel, sheet piling, pipe piles, steel castings and steel forgings.

Price adjustments will be variances between Base Prices and Period Prices. Base Prices and Period Prices are defined below.

Price adjustments will only be made if the variances between Base Prices and Period Prices are 5% or more. A variance can result in the Period Price being either higher or lower than the Base Price. Once the 5% threshold has been achieved, the adjustment will apply to the full variance between the Base Price and the Period Price.

Price adjustments will be calculated by multiplying the number of pounds of unfabricated structural steel material or unfabricated reinforcing steel bars on a project by the index factor calculated as shown below under Example of a Period Price Calculation.

Price adjustments will *not* include guardrail panels or the costs of shop drawing preparation, handling, fabrication, coatings, transportation, storage, installation, profit, overhead, fuel costs, fuel surcharges, or other such charges not related to the cost of the unfabricated structural steel and unfabricated reinforcing steel.

The weight of steel subject to a price adjustment shall not exceed the final shipping weight of the fabricated part by more than 10%.

Base Prices and Period Prices are defined as follows:

Base Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are fixed prices determined by the Department and found in the table below. While it is the intention of the Department to make this table comprehensive, some of a project's unfabricated structural steel and/or unfabricated reinforcing steel may be inadvertently omitted. Should this occur, the Contractor shall bring the omission to the Department's attention so that a contract alteration may be processed that adds the missing steel to the table and its price adjustments to the Contract.

The Base Price Date is the month and year of the most recent finalized period price index at the time that MassDOT opened bids for the project. The Base Price Index for this contract is the Steel PPI listed in the Notice to Contractors.

Period Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are variable prices that have been calculated using the Period Price Date and an index of steel prices to adjust the Base Price.

The Period Price Date is the date the steel was delivered to the fabricator as evidenced by an official bill of lading submitted to the Department containing a description of the shipped materials, weights of the shipped materials and the date of shipment. This date is used to select the Period Price Index.

The index used for the calculation of Period Prices is the U.S. Department of Labor Bureau of Labor Statistics Producer Price Index (PPI) Series ID WPU101702 (Not Seasonally Adjusted, Group: Metals and Metal Products, Item: Semi-finished Steel Mill Products.) As this index is subject to revision for a period of up to four (4) months after its original publication, no price adjustments will be made until the index for the period is finalized, i.e., the index is no longer suffixed with a "(P)".

Period Prices are determined as follows:

Period Price = Base Price X Index Factor
Index Factor = Period Price Index / Base Price Index

Example of a Period Price Calculation:

Calculate the Period Price for December 2009 using a Base Price from March 2009 of $0.82/Pound for 1,000 Pounds of ASTM A709 (AASHTO M270) Grade A36 Structural Steel Plate.

The Period Price Date is December 2009. From the PPI website*, the Period Price Index = 218.0.

The Base Price Date is March 2009. From the PPI website*, the Base Price Index = 229.4.

Index Factor = Period Price Index / Base Price Index = 218.0 / 229.4 = 0.950
Period Price = Base Price X Index Factor = $0.82/Pound X 0.950 = $0.78/Pound

Since $0.82 - $0.78 = $0.04 is less than 5% of $0.82, no price adjustment is required.

If the $0.04 difference shown above was greater than 5% of the Base Price, then the price adjustment would be 1,000 Pounds X $0.04/Pound = $40.00. Since the Period Price of $0.78/Pound is less than the Base Price of $0.82/Pound, indicating a drop in the price of steel between the bid and the delivery of material, a credit of $40.00 would be owed to MassDOT. When the Period Price is higher than the Base Price, the price adjustment is owed to the Contractor.

* To access the PPI website and obtain a Base Price Index or a Period Price Index, go to http://data.bls.gov/cgi-bin/srgate

End of example.

The Contractor will be paid for unfabricated structural steel and unfabricated reinforcing steel under the respective contract pay items for all components constructed of either structural steel or reinforced Portland cement concrete under their respective Contract Pay Items.

Price adjustments, as herein provided for, will be paid separately as follows:

Structural Steel
Pay Item Number 999.449 for positive (+) pay adjustments (payments to the Contractor)

Pay Item Number 999.457 for negative (-) pay adjustments (credits to MassDOT Highway Division)

Reinforcing Steel
Pay Item Number 999.466 for positive (+) pay adjustments (payments to the Contractor)

Pay Item Number 999.467 for negative (-) pay adjustments (credits to MassDOT Highway Division)

No price adjustment will be made for price changes after the Contract Completion Date, unless the MassDOT Highway Division has approved an extension of Contract Time for the Contract.

BASE PRICES

The Department's table of Base Prices specified above is updated monthly. The current table is attached to this Document 00813 and included in each new contract.

DOCUMENT 00814

SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES

January 12, 2009

This provision applies to all projects using greater than 100 Cubic Yards (76 Cubic Meters) of Portland cement concrete containing Portland cement as stipulated in the Notice to Contractors section of the Bid Documents. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found in the Notice to Contractors.

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the **Construction Economics** section of *ENR Engineering News-Record* magazine or at the ENR website http://www.enr.com under **Construction Economics**. The Period Price will be posted on the MassHighway website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01. No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

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END OF DOCUMENT

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 - DESCRIPTION

1.01 GENERAL:

A. The following subsections describe the measurement of and payment for the work to be done under the items listed in Section 00410, FORM OF GENERAL BID.

B. All work performed as described in these contract documents will be paid for under one or more of the items listed in the FORM OF GENERAL BID. All other activities required in connection with performance of the work, including all work required under Division 1, GENERAL REQUIREMENTS, whether described in the contract documents or mandated by applicable codes, permits and laws, will not be separately paid for unless specifically provided for in the form of general bid, but will be considered incidental to performance of the overall project.

C. Each unit or lump-sum price stated in the FORM OF GENERAL BID shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications, including cleanup.

D. The payment items listed herein and in the FORM OF GENERAL BID are intended to provide full payment for the work shown on the drawings and specified herein. Any work called for or implied in the documents but not listed as a payment item shall be considered incidental to the overall project.

E. Unless otherwise noted, each item shall be furnished and installed in accordance with the technical section whether a specific applicable payment item exists or not.

1.02 CURED-IN-PLACE PIPE:

A. GENERAL:

1. The work of this item shall be measured at the unit price bid per linear foot of lined pipe. Lined pipe shall be measured as the actual length of cured-in-place pipe installed and shall be the shortest distance from the inside edge of the inversion manhole to the inside edge of the tail manhole.

2. The contract unit price to be paid per linear foot of cured-in-place pipe installed shall constitute full compensation for supplying all material, labor, tools, and equipment to install cured-in-place pipe as specified in Section 02428, CURED-IN-PLACE PIPE.

3. Cleaning and television inspection prep work, prior to cured-in-place pipe installation, shall be considered incidental to the work and shall not be measured

separately for payment. Additionally, the Contractor shall perform cleaning of catch basins and manholes as required to install the cured-in-place pipe. This work shall be considered incidental to the project.

4. Grouting of any infiltration sources required to install the liner shall be considered incidental to the work and shall not be measured separately for payment.

5. Cutting of protruding rebar or any other obstructions to installing cured-in-place pipe shall be considered incidental to the work and shall not be measured separately for payment.

6. Short liner or pre-liner installation over protruding rebar in drain pipe segment CBSB10-75_CBSN10-74 on Poe Road shall be considered incidental to the work and shall not be measured separately for payment.

7. Bypass pumping and plugging or blocking of flow shall be considered incidental to the work and shall not be measured separately for payment.

8. Cleaning and television inspection of relined pipes shall be considered incidental to the work and shall not be measured separately for payment. Additionally, heavy cleaning to remove deposits in catch basin lateral CBSN10-163_CBSN10-162 shall be considered incidental to the work and shall not be measured separately for payment.

9. Capture and disposal of cure water shall be considered incidental to the work and shall not be measured separately for payment.

10. Notification, as required per Specification Section 02428, 3.04, shall be considered incidental to the work and shall not be measured separately for payment.

11. Cleaning of drain manholes or catch basins as required to install cured-in-place pipe shall be considered incidental to the work and shall not be measured separately for payment.

12. All cured-in-place pipes shall be designed by the Contractor in accordance with ASTM F1216 as described in Specification 02428, CURED-IN-PLACE PIPE.

13. The work shall be paid for at the contract unit price under Items 1a, 1b, and 1c.

B. Ten percent of the payment for the subdivisions of the item “Cured-in-place Pipe” shall be withheld until the pipeline rehabilitations have satisfactorily completed and passed field testing/inspection(s) as specified in Section 02428, CURED-IN-PLACE PIPE.

1.03 MOBILIZATION:

The lump sum for Item 2a shall constitute full compensation to the Contractor for the general mobilization necessary to make the contract operational, exclusive of the cost of

materials but including furnishing and maintaining the temporary facilities. The total for mobilization shall not exceed 5 percent of the total of Item 1.

1.04 DRAIN MAINLINE AND LATERAL EQUIPMENT TESTING:

The work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.05 UNIFORMED OFFICERS:

The services of uniformed officers shall be provided and paid for by the Owner. Coordination effort by the Contractor shall be considered incidental to the project.

1.06 CONSTRUCTION ZONE SAFETY PLAN:

The work of this section shall not be separately measured for payment but shall be considered incidental to the project.

1.07 HEALTH AND SAFETY PLAN:

The work of this section shall not be separately measured for payment but shall be considered incidental to the project.

1.08 HANDLING EXISTING FLOWS:

Handling existing flows in accordance with the specifications, including providing, installing, and removing all required equipment, piping, and pumping as required shall not be measured separately for payment, but shall be considered incidental to the project.

1.09 SURFACE RESTORATION:

A. The work for surface restoration shall include loaming and seeding and all incidentals thereto for all disturbed areas. This work shall not be separately measured for payment, but shall be considered incidental to the project.

B. Any existing fences which are required to be removed and reset shall not be separately measured for payment, but shall be considered incidental to the project.

1.10 ENVIRONMENTAL PROTECTION:

The work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.11 TELEVISION INSPECTION VIDEOS:

Television inspection videos provided to the Owner shall not be separately measured for payment but shall be considered incidental to the project.

1.12 WARRANTY INSPECTION:

All warranty inspections and related work shall not be separately measured for payment but shall be considered incidental to the project.

1.13 DOCUMENTATION:

The work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.14 SIGNAGE (TRAFFIC CONTROL):

Unless otherwise indicated, the work of this section shall not be separately measured for payment, but shall be considered incidental to the project.

1.15 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

Unless otherwise indicated, protection or temporary removal and replacement of existing utilities and structures as described in Section 01110 shall not be separately measured for payment, but shall be considered incidental to the project.

1.16 PRICE ADJUSTMENTS MANDATED BY MGL CHAPTER 30, SECTION 38A

Price adjustments for certain payment items shall be as described in Specification Section 01250 PRICE ADJUSTMENTS. Payment shall be made at the unit prices included in Section 00410 or, if no such items are contained in Section 00410, by change order.

1.17 ABUTTER NOTIFICATIONS:

The Contractor shall produce and distribute door-to-door abutter notification letters at least two (2) working days prior to all work items. Notification language shall be approved by the Owner prior to distribution. Abutter notifications shall not be measured separately for payment but shall be considered incidental to the project.

END OF SECTION

SECTION 01330

SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. The Contractor shall provide the Engineer with submittals as required by the contract documents.

1.02 RELATED WORK:

A. Divisions 1 – 2 of these specifications that require submittals.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 GENERAL:

A. As required by the General Conditions, Contractor shall submit a schedule of shop and working drawing submittals.

B. The Contractor shall submit the shop and working drawing submittals either electronically or hard copy.

3.02 ELECTRONIC SUBMITTALS:

A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer by email (Mahoney.Carolyn@wseinc.com) or on Compact Disc (mail to Weston & Sampson Engineers, attention: CSD), one electronic copy in Portable Document Format (PDF) of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.

B. Each electronic copy of the shop or working drawing shall be accompanied by the Engineer's standard shop drawing transmittal form, included as Exhibit 1 of this section (use only for electronic submittals), on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.

C. The Contractor shall receive a shop drawing memorandum with the Engineer's approval or comments via email.

3.03 SHOP AND WORKING DRAWINGS:

A. Shop and working drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish of shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.

B. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from its subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets, except those, which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building, equipment or structure to which the drawing applies, and shall be suitably numbered. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names mentioned above.

C. Only drawings that have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by its subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Engineer. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Engineer. Shop drawings submitted to the Engineer without the Contractor's approval stamp and signature will be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified on the drawings and in a separate submittal to the Engineer, as required in this section of the specifications and General Conditions.

D. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work due to the absence of such drawings.

E. The Engineer will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating its work with that of all other trades; and performing its work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with

other components, proper fitting and construction of the work required by the Contract and for achieving the specified performance. The Engineer will review submittals two times: once upon original submission and a second time if the Engineer requires a revision or corrections. The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for performing any review of a submittal for the third time or greater.

F. With few exceptions, shop drawings will be reviewed and returned to the Contractor within 30 days of submittal.

G. No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Engineer as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.

END OF SECTION

EXHIBIT 1 TO SECTION 01330 SUBMITTALS

SHOP DRAWING TRANSMITTAL FORM

Shop Drawing Transmittal

Weston & Sampson SM

Instruction for Preparing Transmittal

No action will be taken on any item unless accompanied by this form.
TRANSMITTAL NOS. to be consecutive (1, 2, 3, etc.).
Each resubmittal of same item shall use same number with suffix letter (A, B, etc.).
SPEC. SECT. NO: Only one spec. section no. to each transmittal.
DESCRIPTION: Complete identification of document or group of documents.
SOURCE: Originator of document(s) being submitted.

DRAWING NO: Identification of document(s).
CONTRACT DRAWING REFERENCE: Contract drawing number(s) showing details of document(s).
SPECIAL INSTRUCTIONS: Special cases and emergencies, changes in distribution and special handling requests, etc. should be entered here.
SIGNATURE OF CONTRACTOR: Signature of individual who reviews and approves material prior to submittal to engineer.

THIS SECTION TO BE COMPLETED BY CONTRACTOR

TRANSM. NO.	SPEC. SECT. NO.	DATE	CONTRACTORS JOB NO.	W&S JOB NO.

PROJECT NAME & CONTRACT NO.	LOCATION

TO	Attention: CSD (Mahoney.Carolyn@wseinc.com) Weston & Sampson Engineers, Inc. 55 Walkers Brook Drive Reading, MA 01867	FROM	

						BY W&S	
ITEM NO.	DESCRIPTION	SOURCE	DRAWING NO. CATALOG NO. BROUCHURE, ETC	NO. OF COPIES	CONTRACT DRAWING REF.	ACTION CODE	REVIEWED BY
1							
2							
3							
4							

THIS CERTIFIES THAT ALL ITEMS SUBMITTED HEREWITH HAVE BEEN CHECKED BY THE CONTRACTOR, ARE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, EXCEPT AS NOTED, AND ARE APPROVED BY THE CONTRACTOR FOR THIS PROJECT.	SIGNATURE & TITLE	

THIS SECTION TO BE COMPLETED BY W&S

ACTION CODE:
1. FURNISH AS SUBMITTED
2. FURNISH AS NOTED
3. REVISE AND RESUBMIT
4. REJECTED- SEE REMARKS
5. ACKNOWLEDGEMENT
6. SUBMITTAL NOT REQUIRED, RETURNED WITHOUT REVIEW

a. INSTALLATION SHALL PROCEED ONLY WHEN ACTION CODE IS 1 OR 2
b. ACTION CODED 3 SHALL BE RESUBMITTED WITHIN TIME LIMIT SET IN CONTRACT
c. REVIEW DOES NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY OF COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS

Weston & Sampson

SECTION 01331

DOCUMENTATION

PART 1 – GENERAL

1.01 WORK INCLUDED:

A. This section covers the requirements for documentation to be furnished by the Contractor on this project.

1.02 RELATED WORK:

A. Section 02428, CURED-IN-PLACE PIPE

B. Section 02440, DRAIN CLEANING AND INSPECTION

1.03 DOCUMENTATION:

A. The Contractor shall maintain printed television inspection logs of sewer and drain segments, for each pipe segment undergoing repair/rehabilitation under this contract and provide one (1) copy of the logs within five (5) working days of the work being performed. Log sheet format shall be approved by Engineer prior to start of work.

B. The log sheet(s) as a minimum shall clearly identify:

1. Project Name

2. Street Location, Name, Intersection, Station

3. Date of inspection

4. Total Length of Line Inspected

5. Line Size(s)/Joint Spacing/Type

6. Line and Manhole(s) Condition

7. Significant observations such as service connections, offset joints, drop joints, broken/cracked pipe, protruding services, roots, collapsed sections, infiltration, presence of scale and corrosion and other discernible features.

8. Filename.

C. All logs shall be provided to the Engineer in PDF format (one log per PDF file) at the completion of the project.

D. All television inspection shall be recorded in MPEG format and shall include accompanying audio. Inspections shall be recorded one at a time, with each segment recorded as a separate file. The Contractor shall provide videos to the Owner, at no additional cost, as requested by the Engineer during the Project. Filenames shall contain upstream and downstream sub-area and manhole designations as well as camera direction and type of work e.g. "CBSN10-163 to CBSN10-162 Downstream - CITS."

E. The Contractor shall additionally provide one (1) copy of all logs relative to work performed on sewer manholes within five (5) working days of the work being performed.

F. The Contractor shall take a digital photograph, in JPEG format, at each manhole before and after manhole rehabilitation. Filenames shall contain sub-area and manhole designations e.g. "CBSN10-163." Digital photographs shall have a minimum resolution of ten (10) megapixels.

G. The Contractor shall provide Flow Isolation data in Microsoft Excel format.

H. The Contractor shall deliver to the Owner, at no additional cost, two (2) external hard drives each including the following information at the end of the project. The external hard drives shall be USB powered and capable of USB 3.0 connectivity and will become the property of the Owner upon delivery. The Contractor shall use file folders to organize individual types of data on the external hard drives. The Contractor shall include the following data on the external hard drives prior to delivery to the Engineer.

- **Clean and Inspect**
  - Television Inspection MPEG Files
    - Filenames shall contain upstream and downstream sub-area and manhole designations as well as camera direction and type of work e.g. "CBSN10-163 to CBSN10-162 Downstream – Mainline Inspection."
  - Each television inspection log as a separate PDF file
    - Filenames shall contain upstream and downstream sub-area and manhole designations as well as camera direction and type of work e.g. "CBSN10-163 to CBSN10-162 Downstream – Mainline Inspection."

- **Cured-in-Place Pipe (and Structural Cured-in-Place Pipe) – Organized per Inversion**
  - Pre-inversion Television Inspection MPEG Files
    - Filenames shall contain upstream and downstream sub-area and manhole designations as well as camera direction and type of work e.g. "CBSN10-163 to CBSN10-162 Downstream – Pre-Cured-in-Place Pipe."

- Each pre-inversion television inspection log as a separate PDF file
    - Filenames shall contain upstream and downstream sub-area and manhole designations as well as camera direction and type of work e.g. “CBSN10-163 to CBSN10-162 Downstream – Pre-Cured-in-Place Pipe.”
- Each liner order sheet (describing the material ordered) as a separate PDF file
- Each service connection reinstatement sign-off sheet as a separate PDF file
- Each thermo couple log kept during inversion process as a separate PDF file
- Post-inversion Television Inspection MPEG Files
    - Filenames shall contain upstream and downstream sub-area and manhole designations as well as camera direction and type of work e.g. “CBSN10-163 to CBSN10-162 Downstream – Post-Cured-in-Place Pipe.”
- Each post-inversion television inspection log as a separate PDF file
    - Filenames shall contain upstream and downstream sub-area and manhole designations as well as camera direction and type of work e.g. “CBSN10-163 to CBSN10-162 Downstream – Post-Cured-in-Place Pipe.”
- Each material testing results report as a separate PDF file

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

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SECTION 01380

HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. Prior to the start of work on the site, Contractor shall prepare and submit a site-specific health and safety plan in accordance with paragraph 1.04 below.

1.02 REFERENCES:

A. OSHA 29 CFR 1910.120

1.03 RELATED WORK:

A. Section 02428 - CURED-IN-PLACE PIPE

1.04 PREPARATION OF A SITE-SPECIFIC HEALTH AND SAFETY PLAN:

A. Prior to the start of work on the Site, and no later than seven (7) calendar days after the date of the Notice to Proceed, Contractor shall prepare and submit an initial Site-specific Health and Safety Plan which includes consideration of all known and potential hazards at the Site. Work may not proceed at the project Site until the Contractor's Health and Safety Plan has been received by Engineer.

B. The Health and Safety Plan shall be submitted to the Engineer for review, before any work can be initiated. The Contractor is responsible for its workers' and Subcontractors' health and safety. Therefore, the Engineer will only review the Contractor's Health and Safety Plan for relevant content. The Contractor shall implement, maintain, and enforce these procedures during all phases of the Work associated with the description of work described in this Section.

C. The Health and Safety Plan shall include Site access provisions that effectively limit access to work areas to only those persons in full compliance with the requirements of the Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) 1910.120.

D. The Contractor shall be cognizant of the minimum health and safety plan standards set forth in 29 CFR 1910.120 and 29 CFR 1926. The Health and Safety Plan shall include, but not be limited to, the minimum requirements specified in Part 2 of this Section.

PART 2 – PRODUCTS

2.01 HEALTH AND SAFETY PLAN:

A. The health and safety plan shall include, but not necessarily be limited to the following:

1. Identification of Contractor's Site Safety Officer.
2. Identification of Hazards and Risks Associated with Project.
3. Contractor's Standard Operating Procedures, Including Personnel Training and Field Orientation.
4. Respiratory Protection Training Requirements.
5. Levels of Protection and Selection of Equipment Procedures.
6. Type of Medical Surveillance Program.
7. Personal Hygiene Requirements and Guidelines.
8. Zone Delineation of the Project Site.
9. Site Security and Entry Control Procedures.
10. Field Monitoring of Site Contaminants.
11. Contingency and Emergency Procedures.
12. Listing of Emergency Contacts.

PART 3 - EXECUTION

3.01 PERSONAL PROTECTIVE EQUIPMENT:

A. The personal protective equipment required to provide the appropriate level of dermal and respiratory protection shall be determined based on the results of continuous air monitoring performed by the Contractor and the standards set forth in the Contractor's health and safety plan. The Engineer may conduct duplicate air monitoring for quality control purposes. Modified Level D protection shall be the minimum requirement for all on-site personnel.

END OF SECTION

SECTION 01550

SIGNAGE (TRAFFIC CONTROL)

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers furnishing and installing traffic control signs and other devices.

1.02 SYSTEM DESCRIPTION:

The Contractor shall furnish and install all construction signs deemed necessary by and in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices(MUTCD) as published by the U.S. Department of Transportation.

PART 2 - PRODUCTS

2.01 TRAFFIC WARNING AND REGULATING DEVICES:

Contractor shall provide warning signs, barricades and other devices in accordance with the specifications provided in the MUTCD. Size of signs, lettering, colors, method of support and other factors prescribed in the MUTCD shall be adhered to.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Contractor shall erect barricades, barrier fences, traffic signs, and other traffic control devices as required by the MUTCD, or as required by the Engineer, to protect the work area from traffic, pedestrians, and animals.

B. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses.

C. Unless extended protection is required for specific areas, when the work has been completed, all temporary warning and regulatory devices used by the Contractor shall be removed so that traffic can move unimpeded through the area.

END OF SECTION

SECTION 01552

CONSTRUCTION ZONE SAFETY PLAN

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. This Section covers the provisions for complying with Commonwealth of Massachusetts requirements for construction zone safety plans on public works projects.

1.02 DESCRIPTION:

A. The Contractor shall implement traffic safety and control measures through the construction zone through road closures and detours and mitigate impacts on traffic outside of the construction zone in accordance with these contract documents.

1.03 RELATED WORK:

A. SECTION 01110, CONTROL OF WORK AND MATERIALS (MAINTENANCE OF TRAFFIC)

B. SECTION 01550, SIGNAGE (TRAFFIC CONTROL)

C. SECTION 01553, UNIFORMED OFFICERS FOR TEMPORARY TRAFFIC CONTROL

1.04 REFERENCES:

701 CMR 7.00 Use of Road Flaggers and Police Details on Public Works Projects

Massachusetts Department of Transportation Standard Specifications for Highways and Bridges – latest edition

PART 2 - PRODUCTS

2.01 Traffic control devices utilized by the Contractor shall meet the requirements of these contract documents and the latest Massachusetts Department of Transportation (MassDOT) Standard Specifications and Manual On Uniform Traffic Control Devices (MUTCD).

PART 3 - EXECUTION

3.01 OPERATION:

A. Contractor shall be responsible for providing all temporary traffic control devices including barricades, barrier fences, signs, drums, cones, impact attenuators and other

traffic control devices in accordance with typical traffic management plans and details shown on the drawings or as required by the Engineer.

B. The Contractor shall prepare temporary traffic management plans and details that deviates significantly from the typical plans shown on the drawings and submit to the Engineer for review and approval prior to start of the work.

C. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses as required by the Owner's Traffic Control Officer or the Engineer.

D. Police details shall be used as required for a safe work site as determined by the local police department.

E. If police details and/or road flaggers fail to show up for work at the construction zone at the usual time for start of work, or otherwise leave the jobsite before work is completed for the day, the Contractor will follow the provisions of the Alternative Plan.

3.02 ALTERNATIVE PLAN:

A. In accordance with 701 CMR 7.06(6), whenever required police details/road flaggers do not arrive on time or fail to show up for work, the Contractor will implement the Alternative Plan.

B. The Alternative Plan for this project is as follows:

1. Redeploy crew to work in areas not requiring temporary traffic control (if available).

END OF SECTION

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SECTION 01553

UNIFORMED OFFICERS FOR TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. This Section covers the provisions for furnishing Uniformed Officers for Traffic Control and Maintenance of Traffic as described in Section 01110 CONTROL OF WORK AND MATERIALS.

1.02 DESCRIPTION:

A. The Contractor shall coordinate with the local jurisdiction's Traffic Control Officer to determine the number of Officers deemed necessary to provide for public safety and to maintain a smooth flow of traffic through the construction area(s) affected.

1.03 RELATED WORK:

A. SECTION 01110, CONTROL OF WORK AND MATERIALS (MAINTENANCE OF TRAFFIC)

B. SECTION 01550, SIGNAGE (TRAFFIC CONTROL)

C. SECTION 01552, CONSTRUCTION ZONE SAFETY PLAN

PART 2 - PRODUCTS

2.01 UNIFORMED OFFICERS:

A. Contractor shall provide the Owner with a minimum of 24 hours notice for scheduling Traffic Police Details indicating the time of day, street location and confirm number of officers required for traffic control.

B. The Contractor is responsible for canceling Details directly in the event of schedule changes where work no longer requires the use of Details, or cancellations of work for any reason, including weather. A minimum of one hour prior to scheduled time must be required to cancel Detail. Failure to cancel on time will be charged to Contractor for 4 hour charged.

C. Traffic Police Details shall be paid actual man-hours, for which such services are rendered as required, as billed according to the Detail's union contract in effect at the time of work. Such man-hours shall be paid directly by the Town of Billerica.

D. The Contractor shall be responsible for all payments of Traffic Police Details incurred when the Contractor is unable to cancel Details with a minimum of one hour notice, in the event of schedule changes where work no longer requires the use of Details, or cancellations of work for any reason, including weather. Such man-hours shall be billed directly to the Contractor, according to the Detail's union contract in effect at time of work, and shall be kept separate from man-hours to be paid by the Owner, and in no case will such payments be reimbursed.

PART 3 - EXECUTION

3.01 OPERATION:

A. Contractor shall provide barricades, barrier fences, traffic signs, and other traffic control devices as required by the Owners Traffic Control Officer, or as required by the Engineer, to protect the work area from traffic, pedestrians, and animals.

B. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses as required by the Owners Traffic Control Officer or the Engineer.

C. Payment for safety signing for traffic management shall be considered incidental to the contract and the costs included in the unit bid price for those items requiring such controls. Safety Signage for Construction Operations may also include, but is not limited to, the following signs, mounted temporarily on their own posts or stands, as required by the Engineer, for detour work.

DESIGNATION	*SIGN WORDING*
M4-9L	← DETOUR
M4-9R	DETOUR →
M4-9U	DETOUR ↑
M4-8A	END DETOUR
R11-2	ROAD CLOSED
R11-4	ROAD CLOSED TO THRU TRAFFIC
N/A	ROAD CONSTRUCTION BEGINS "Insert timeframe here" SEEK ALTERNATE ROUTES
W20-1	ROAD WORK AHEAD
W8-8	ROUGH ROAD
W8-3	PAVEMENT ENDS
W8-1	BUMP
G20-2A	END ROAD WORK

END OF SECTION

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SECTION 01570

ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.01 DESCRIPTION:

A. The work covered by this section of the specifications consists of furnishing all labor, materials, tools and equipment and performing all work required for the prevention of environmental pollution during and as a result of construction operations under this contract.

B. The requirements set forth in this section of the specifications apply to cross-country areas, river and stream crossings, and construction in and adjacent to wetlands, unless otherwise specifically stated.

C. All work under this Contract shall be in accordance with any conditional requirements applied, all of which are attached to Section 00890, PERMITS.

D. Prior to commencement of work, the Contractor shall meet with representatives of the Engineer to develop mutual understandings relative to compliance of the environmental protection program.

1.02 RELATED WORK:

A. Section 00890, PERMITS

B. Section 01330, SUBMITTALS

1.03 SUBMITTALS:

A. The Contractor shall submit details and literature fully describing environmental protection methods to be employed in carrying out construction activities within 100 feet of wetlands or across areas designated as wetlands.

PART 2 - PRODUCTS

Not Applicable.

PART 3- EXECUTION

3.01 NOTIFICATION AND STOPPAGE OF WORK:

A. The Engineer will notify the Contractor in writing of any non-compliance with the provisions of the Order of Conditions. The Contractor shall, after receipt of such

notice, immediately take corrective action. Such notice, when delivered to the Contractor or its authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails to act promptly, the Owner may order stoppage of all or part of the work through the Engineer until satisfactory corrective action has been taken. No claim for an extension of time or for excess costs or damage incurred by the Contractor as a result of time lost due to any stop work orders shall be made unless it was later determined that the Contractor was in compliance.

3.02 AREA OF CONSTRUCTION ACTIVITY:

A. Insofar as possible, the Contractor shall confine its construction activities to those areas defined by the plans and specifications. All land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction at least equal to that which existed prior to work under this contract.

3.03 PROTECTION OF WATER RESOURCES:

A. The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acids or other harmful materials. It is the Contractor's responsibility to comply with all applicable Federal, State, County and Municipal laws regarding pollution of rivers and streams.

B. Special measures should be taken to insure against spillage of any pollutants into public waters.

3.04 PROTECTING AND MINIMIZING EXPOSED AREAS:

A. The Contractor shall limit the area of land which is exposed and free from vegetation during construction. In areas where the period of exposure will be greater than two (2) months, temporary vegetation, mulching or other protective measures shall be provided as specified.

B. The Contractor shall take account of the conditions of the soil where temporary cover crop will be used to insure that materials used for temporary vegetation are adaptive to the sediment control. Materials to be used for temporary vegetation shall be approved by the Engineer.

3.05 LOCATION OF STORAGE AREAS:

A. The location of the Contractor's storage areas for equipment and/or materials shall be upon cleared portions of the job site or areas to be cleared as a part of this project, and shall require written approval of the Engineer. Plans showing storage facilities for equipment and materials shall be submitted for approval of the Engineer.

B. No excavated materials or materials used in backfill operations shall be deposited

within a minimum distance of one hundred (100) feet of any watercourse or any drainage facility. Adequate measures for erosion and sediment control such as the placement of baled straw around the downstream perimeter of stockpiles shall be employed to protect any downstream areas from siltation.

C. There shall be no storage of equipment or materials in areas designated as wetlands.

D. The Engineer may designate a particular area or areas where the Contractor may store materials used in its operations.

E. Storage areas in cross-country locations shall be restored to pre-construction conditions with the planting of native species of trees and shrubs.

3.06 PROTECTION OF LANDSCAPE:

A. The Contractor shall not deface, injure, or destroy trees or shrubs nor remove or cut them without written authority from the Owner. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized by the Engineer. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees which are not to be removed, particularly overhanging branches and limbs. The Contractor shall, in any event, be responsible for any damage resulting from such use.

B. Branches, limbs, and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. When there is unavoidable injury to branches, limbs and trunks of trees, the injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.

C. Where, in the opinion of the Engineer, trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or by its blasting or other operations, the Engineer may require the Contractor to adequately protect such trees by placing boards, planks, poles or fencing around them. Any trees or landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the expense of the Contractor. The Engineer will decide what method of restoration shall be used, and whether damaged trees shall be treated and healed or removed and disposed of.

D. Cultivated hedges, shrubs, and plants which could be injured by the Contractor's operations shall be protected by suitable means or shall be dug up, balled and temporarily replanted and maintained. After construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of a kind and quality at least equal to that existing at the start of the work.

END OF SECTION

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SECTION 01575

HANDLING EXISTING FLOWS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers all materials, equipment, and labor required to handle existing stormwater flows and installation and maintenance of all temporary connections, plugs, and by-pass pumping. Upon completion of the construction and rehabilitations, all temporary plugs and connections shall be removed, and flows returned to the existing system.

1.02 RELATED WORK:

Section 01330, SUBMITTALS

1.03 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

Submit complete, checked shop drawings, showing equipment, method of by-passing, and the method of transferring flows. Prior to starting work, the Contractor shall submit flow calculations for each pipeline to be bypassed that show pump capacity to be provided. Comply with requirements of Section 01330.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 MAINTAINING EXISTING FLOWS:

A. The Contractor shall maintain all flows in the existing system until construction and/or rehabilitation is complete and ready for safe operation.

B. The Contractor shall protect against surcharging of the existing system upstream of the work area by installing adequate temporary by-pass pumping to handle dry weather and wet weather flows. The bypass system shall provide and maintain sufficient flow at all times to prevent any backwater flooding due to obstructions caused by the construction.

C. The Contractor shall repair any damage that occurs to existing pipes and structures to the satisfaction of the Engineer. Work performed under this section shall be considered incidental and shall not be measured separately for payment.

END OF SECTION

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SECTION 01740

CLEANING UP

PART 1 - GENERAL

1.01 DESCRIPTION:

The Contractor must employ at all times during the progress of its work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon request by the Engineer provide adequate material, equipment and labor to cleanup and make safe any and all areas deemed necessary by the Engineer.

1.02 RELATED WORK:

A. Section 00700, GENERAL CONDITIONS

B. Section 01110, CONTROL OF WORK AND MATERIALS

C. Section 01140, SPECIAL PROVISIONS

D. Section 01570, ENVIRONMENTAL PROTECTION

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 DAILY CLEANUP:

A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.

B. Upon written notification by the Engineer, the Contractor shall within 24 hours clean up those areas, which in the Engineer's opinion are in violation of this section and the above referenced sections of the specifications.

C. If in the opinion of the Engineer, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

3.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES:

A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

3.03 REMOVAL OF TEMPORARY BUILDINGS, STRUCTURES AND EQUIPMENT:

A. On or before completion of the work, the Contractor shall, unless otherwise specifically required or permitted in writing, tear down and remove all temporary buildings and structures it built; shall remove all temporary works, tools and machinery or other construction equipment it furnished; shall remove all rubbish from any grounds which it has occupied; shall remove silt fences and hay bales used for trapping sediment; and shall leave the roads and all parts of the property and adjacent property affected by its operations in a neat and satisfactory condition.

3.04 RESTORATION OF DAMAGED PROPERTY:

A. The Contractor shall restore or replace, when and as required, any property damaged by its work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Engineer.

3.05 FINAL CLEANUP:

A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the Engineer shall approve the condition of the site.

END OF SECTION

SECTION 02428

CURED-IN-PLACE PIPE

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. This section covers installation of cured-in-place pipe as called for herein and on the drawings. The work includes furnishing all equipment, material and labor required to perform the services described herein.

1.02 RELATED WORK:

A. Section 00331, TELEVISION AND MANHOLE INSPECTION LOGS

B. Section 00890, PERMITS

C. Section 01014, SCOPE AND SEQUENCE OF WORK

D. Section 01330, SUBMITTALS

E. Section 01331, DOCUMENTATION

F. Section 01575, HANDLING EXISTING FLOWS

G. Section 02440, DRAIN CLEANING AND INSPECTION

1.03 QUALITY CONTROL:

A. The work described herein shall be performed by a company with not less than five (5) years of experience in providing the required services, employing experienced workers and experienced supervisory personnel. Supervisory personnel shall have not less than three (3) years of experience in providing the required services and shall be present at the jobsite during all work related to the required services.

1.04 REFERENCES:

The following standards form a part of this specification as referenced:

ASTM International (ASTM)

ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

The National Association of Sewer Service Companies (NASSCO)

Performance Specification Guideline for the Installation of Cured-in-Place Pipe (CIPP)

Guideline for the Safe Use and Handling of Styrene-Based Resins in Cured-in-Place Pipe

Environmental Protection Agency (EPA)

Determination of Volatile Organic Compounds (VOCs) In Air Collected In Specially-Prepared Canisters and Analyzed By Gas Chromatography/Mass Spectrometry (GC/MS)

1.05 SYSTEM DESCRIPTION:

A. Unless otherwise indicated herein, installation of cured-in-place pipe shall be carried out in accordance with ASTM F1216, Section 7.

B. Curing of liner tube using steam shall be acceptable.

C. The Contractor shall design all cured-in-place liners assuming partially deteriorated pipe conditions and a groundwater height above the crown of the pipe equal to one-half (50%) of the distance between the ground surface and the invert of the stormwater drain line to be rehabilitated unless otherwise noted below.

D. The Contractor shall design all cured-in-place structural liners assuming fully deteriorated pipe conditions and a groundwater height above the crown of the pipe equal to one-half (50%) of the distance between the ground surface and the invert of the stormwater drain line to be rehabilitated unless otherwise noted below.

E. The Contractor may propose alternative cured-in-place processes and/or products for review and approval by the Engineer.

F. The location, length, and approximate interior dimensions of the cured-in-place pipe to be installed are as shown on the drawings.

G. The Contractor shall provide MSDS for all chemicals used in the lining process.

1.06 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01330 SUBMITTALS, SUBMIT THE FOLLOWING:

A. Prior to beginning the work, submit the following:

1. Qualifications of the firm/personnel who will perform the Work.

2. Descriptions of system proposed for handling existing flows, if necessary, during the procedures to be carried out.

3. Description of the system, equipment and material proposed for the cured-in-place pipe.

4. Description of system proposed for handling and mitigating cured-in-place pipe emissions, during the procedures to be carried out. The description shall include the minimum requirements described in section 3.04.

5. Manufacturer's warranty.

B. Prior to beginning the work, the Contractor shall submit, a written plan for contacting homeowners whose service connections may be affected due to the installation of liner. Such a plan is subject to approval by the Engineer and the Owner.

C. The Contractor shall submit the following information for each inversion within 21 days following completion of the liner installation. The information shall also be included on external hard drives as described in Section 01331, DOCUMENTATION.

- Pre-inversion television inspection logs and videos
- Liner order sheet describing the material ordered
- Thermo couple log kept during inversion process
- Post-inversion television inspection logs and videos
- Material testing results

Information should be organized by inversion and two (2) copies shall be delivered.

1.07 WARRANTY:

The cured-in-place pipe shall be warranted against infiltration and defects for one (1) year from the date the project is accepted by the Owner. Defects shall include, but not be limited to, dry spots; lifts; wrinkles; fins; delaminations; pinholes (with or without infiltration); mineral deposits; staining; and infiltration. Defects shall also include reinstated non-active service connections and reinstated connections specifically identified on the drawings to not be reinstated.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Materials used for the cured-in-place pipe shall meet the requirements of ASTM F1216.

B. Cured-in-place pipe shall be as manufactured by Insituform Technologies, National Liner, En-Tech Corporation, or approved equal.

C. Hydrophylic rubber gaskets shall swell to a minimum of 120% of their dry size when in contact with water and shall have a maximum swell size of 6 millimeters high. Gaskets must be adhered to the host pipe to ensure proper installation by either an adhesive sealant or mechanical fastener. Gaskets, fasteners and adhesives shall be manufactured by Hydrotite, Adeka, LMK Technologies or approved equal.

D. Air monitoring devices used for monitoring CIPP emissions shall be capable of measuring concentrations of TO-15 volatile organic compounds (VOCs) as defined by the US Environmental Protection Agency's (EPA) TO-15 list "Determination of Volatile Organic Compounds (VOCs) In Air Collected In Specially-Prepared Canisters and Analyzed By Gas Chromatography/Mass Spectrometry (GC/MS)" to a minimum of 2 parts per million (ppm). Air monitoring devices shall be capable of continuously monitoring air quality or shall manually measure.

PART 3 - EXECUTION

3.01 PIPE CLEANING AND INSPECTION:

Pipe cleaning and inspection shall be carried out in accordance with Section 02440, DRAIN CLEANING AND INSPECTION and shall not be measured separately for payment.

3.02 FLOW CONTROL:

Flow control, if required, shall be in accordance with Section 01575, HANDLING EXISTING FLOWS.

3.03 CURING DISCHARGE CONTROL:

A. Condensate produced during the steam curing process shall be collected and treated. No condensate shall be allowed to discharge into the sewers or stormwater drains. Treatment of condensate shall be performed in accordance with all local, state, and federal regulations.

3.04 ODOR CONTROL:

A. The contractor shall adhere to NASSCO recommendations for the safe handling of styrene-based resin emissions. An odor control and mitigation plan shall be submitted for review and approval in accordance with the submittal requirements of 1.06A.4 described herein.

B. The Contractor shall provide the following safety measures to limit emission exposure for workers and the general public.

1. The Contractor shall provide an emission stack a minimum of 6-feet in height above the work area.

2. The Contractor shall establish a perimeter around the emission stack and exhaust manhole. The perimeter shall be erected so that the public cannot inadvertently enter the work zone.

3. A work zone perimeter shall be established and maintained around the job site to prevent the public from entering. The limits of the perimeter shall be based on general construction hazards as well as proper distancing from steam emission sources and open refrigerated units. Steam emissions sources that conflict with start/stop traffic lanes or pedestrian access shall be included in the work zone perimeter.

4. Other sources of steam exhaust (loose connections, glands, etc.) resulting in the release of rogue emissions shall be promptly repaired or adjusted.

5. The Contractor shall provide air monitoring devices. Air monitoring devices shall be used to sample and record emissions as required by the Engineer. Air monitoring devices shall be in accordance with 2.01D. Air monitoring shall not be measured separately for payment.

3.05 WATER FOR CONSTRUCTION PURPOSES:

The availability of water for construction purposes shall be in accordance with Section 01140, SPECIAL PROVISIONS.

3.06 NOTIFICATION:

A. The Contractor shall affix a written notice to the door of each home and/or building that is adjacent to the pipe being lined one week prior to the lining operation and again one day before the lining operation.

B. The written notice must be approved by the Engineer prior to its distribution.

C. The printing and distribution of notices to the homeowners by the Contractor shall be considered incidental to the lining operation.

3.07 INSTALLATION:

A. Each stormwater drain segment shall be television inspected prior to the installation of the cured-in-place liner. The inspection shall be performed in “dry-pipe” conditions with no flow in the pipe. The pipe shall be clean and free of all obstructions prior to installation of the liner.

B. The Contractor shall perform cleaning of catch basins and manholes as required to install the cured-in-place pipe. This work shall be considered incidental to the project.

C. Prior to installation of the cured-in-place pipe the Contractor shall install a hydrophilic

rubber gasket on the inside of each pipe where it meets a manhole such that the hydrophilic rubber gasket is between the host pipe and the cured-in-place pipe. The annular space shall be made watertight at the ends of the liner in the manholes.

D. The Contractor shall make television inspection camera available for confirming service connections and/or catch basin laterals to be reinstated. At the Engineer's discretion, the Contractor shall dye test service connections to confirm that each service connection and/or catch basin lateral that should be reinstated is included on the attached Service Connection Reinstatement Certification Form. Contractor shall not reinstate inactive service connections. Contractor shall make reasonable efforts to confirm if a service is active, including review of available tie cards with the Owner's Representative (Owner's Representative shall obtain available tie cards) and dye testing/television inspection of properties as required. No additional payment will be made for television inspection of mainline or service line from mainline to property in conjunction with dye testing of service connections.

E. The Contractor shall install a pre-liner or grout infiltration sources if required to install the cured-in-place pipe. Infiltration source control prior to installation of cured-in-place pipe shall be not be measured separately for payment.

F. Installation of the cured-in-place pipe shall be in accordance with ASTM F1216, Section 7.

G. The Contractor shall account for the existing pipe material, resin system, and ground conditions during the cure and cool down of the cured-in-place pipe. Prior to installation, the Contractor shall install thermocouples and/or a continuous temperature monitoring system to monitor temperature during curing and cool down. Continuous temperature monitoring systems shall be used for cured-in-place pipe installations where the existing pipeline will act as an insulator (PVC or other plastic pipes) or where the diameter is greater than or equal to 18-inches or as required on the plans. Curing and cool down procedures shall be in accordance with the approved cured-in-place pipe manufacturer recommendations. Deviations from the manufacturer's recommendations to accelerate the curing time and/or cool down time shall not be permitted without written authorization from the manufacturer.

H. After the liner has been cured in place, the Contractor shall reinstate and brush all active service connections as required by the Engineer. Branch connections to buildings shall be reinstated and brushed to 100% of the inside diameter of the existing service connection without excavation, utilizing a remotely controlled cutting and brushing device, monitored by a video TV camera. The service connection shall be brushed flush with the invert of the service connection to prevent debris accumulation. No additional payment will be made for excavations for the purpose of reinstating connections and the contractor will be responsible for all cost and liability associated with such excavation and restoration work.

I. The service connections to be reinstated for each inversion will be listed on the attached

form (Service Connection Reinstatement Certification Form) and will be signed by an authorized representative of the Contractor.

J. Each stormwater drain segment shall be television inspected after the liner installation has been completed. The inspection shall be performed in "dry-pipe" conditions with no flow in the pipe. Post rehabilitation television inspection shall be performed prior to removing any bypass equipment. Post rehabilitation television inspection shall be considered incidental to the lining process and shall not be measured separately for payment.

3.08 TESTING REQUIREMENTS:

A. Cured-in-place pipe samples shall be prepared and tested by the Contractor in accordance with ASTM F1216 Section 8.1 unless otherwise stated in this section.

B. The Contractor shall obtain samples for each pipe inversion.

C. If field conditions or pipe shape prevent the Contractor from obtaining the samples as specified in ASTM F1216 Section 8.1 the samples shall be taken as required by the Engineer.

D. An independent testing laboratory shall test the cured-in-place pipe samples and the results are to be sent directly to the Engineer within 21 calendar days following the completion of each inversion.

E. The cost of obtaining the samples and testing shall be the sole responsibility of the Contractor and shall be considered incidental to the lining process.

F. Inversions where the cured-in-place pipe samples that do not meet the requirements of ASTM D790 and D638 as indicated in ASTM F1216 Section 8 will be televised by the Contractor, as required by the Engineer, at no additional cost to the Owner, for review by the Engineer. Liner deemed unacceptable by the Engineer will be removed and replaced at no additional cost to the Owner.

3.09 FIELD TESTING/INSPECTION:

A. Prior to expiration of the warranty period, during periods of high groundwater, and at a time to be approved by the Engineer, the Contractor shall clean and television inspect each of the cured-in-place pipes in accordance with Section 02440, DRAIN CLEANING AND INSPECTION. The Contractor shall repair any defects found in the cured-in-place pipe. Defects shall include, but not be limited to, dry spots; lifts; wrinkles; fins; delaminations; pinholes (with or without infiltration); mineral deposits; staining; and infiltration. Defects shall also include reinstated non-active service connections, reinstated connections specifically identified on the drawings to not be reinstated, and over cut reinstated service connection. Removal and replacement of cured-in-place pipe with defects shall be performed if required by the Engineer. Defects shall be repaired by cured-in-place pipe, short liners, or lateral liners, as required by the Engineer. Short liners shall be a minimum of four (4) linear feet per defect location. The Contractor shall reseal the annular space between the drain main and the cured-in-place pipe at manhole locations and service connections until there are no visible leaks through television inspection.

B. All inspecting, resealing, cured-in-place lining, short lining, or other repairs within the warranty period shall be provided at no additional cost to the Owner and as required by the Engineer.

END OF SECTION

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SECTION 02440

DRAIN CLEANING AND INSPECTION

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. This section covers cleaning, inspection, testing and sealing of pipelines as called for herein and on the drawings. The work includes furnishing all equipment, material and labor required to perform the services described herein. The stormwater drain lines were previously cleaned and televised. The television inspection logs are included as **Appendix A** for reference.

1.02 RELATED WORK:

A. Section 00331, TELEVISION AND MANHOLE INSPECTION LOGS

B. Section 01014, SCOPE AND SEQUENCE OF WORK

C. Section 01330, SUBMITTALS

D. Section 01331, DOCUMENTATION

E. Section 01575, HANDLING EXISTING FLOWS

F. Section 02428, CURED-IN-PLACE PIPE

1.03 QUALITY CONTROL:

A. The work described herein shall be performed by a company with not less than five (5) years of experience in providing the required services, employing experienced workers and experienced supervisory personnel. Supervisory personnel shall have not less than three (3) years of experience in providing the required services and shall be present at the jobsite during all work related to the required services.

1.04 REFERENCES:

A. The following standards form a part of this specification as referenced:

The National Association of Sewer Service Companies (NASSCO)

Sewer Pipe Cleaning Specification Guideline

Specification entitled Pipeline Packer Injection Capital Grouting

ASTM International (ASTM)

ASTM F2304 Standard Practice for Rehabilitation of Sewers Using Chemical Grouting

1.05 SYSTEM DESCRIPTION:

A. Unless otherwise indicated herein, the pipe cleaning and inspection of the specified length of pipe shall be carried out in accordance with Part 3, Execution, of the latest edition of the NASSCO Specification entitled Pipeline Packer Injection Capital Grouting. Sewer and stormwater flow control shall comply with Section 01575, HANDLING OF EXISTING FLOWS. Sealing materials shall comply with Part 2, Products, of the NASSCO Specification entitled Pipeline Packer Injection Capital Grouting.

B. The Contractor may propose alternative processes and/or products for review and approval by the Engineer.

1.06 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01330 SUBMITTALS, SUBMIT THE FOLLOWING:

A. Prior to beginning work, submit the following:

1. Qualifications of the firm/personnel who will perform the work.

2. Description of system proposed for handling existing flows during the various procedures to be carried out.

3. Description of the system and equipment proposed for cleaning the pipe.

4. Description of the equipment and system proposed for inspecting the pipe after cleaning.

5. Description of the equipment and system proposed for testing the joints.

6. Description of the equipment, the sealing compound and the system proposed for sealing selected joints and circular cracks.

7. Manufacturer’s warranty.

8. Submit MSDS for the sealing compound to be used.

B. Refer to Section 01331, DOCUMENTATION for required documentation to be submitted.

1.07 WARRANTY:

A. The joint and circular crack sealing shall be warrantied for one year after the project is accepted by the Owner.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 PIPE CLEANING:

A. The Contractor may elect to use either high velocity jet, or mechanically powered equipment, as described in the NASSCO Specification entitled Pipeline Packer Injection Capital Grouting. Selection of equipment shall be based upon field conditions such as access to manholes, quantity of debris, size of sewer/drain, depth of flow, etc.

B. All sludge, dirt, sand, rocks, grease, and other solid or semisolid material resulting from the cleaning operation shall be disposed of in accordance with all applicable regulations and in a method acceptable to the Owner. Pipe cleaning shall be performed in advance of pipe television inspection.

C. The Contractor shall be responsible for the legal disposal of all debris removed from the sewers and stormwater drains during the cleaning operation including any costs incurred. The Contractor shall not expect the Owner to provide a dump site.

D. Acceptance by the Engineer of the cleaning results will be based on the results of television inspection. If the results are unsatisfactory, the Contractor shall repeat the cleaning until accepted by the Engineer at no additional cost to the Owner.

3.02 PIPE INSPECTION:

A. Pipe shall be visually inspected by means of closed-circuit television. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture, with minimal reflective glare, for the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 400 line resolution color video picture. Picture quality and definition shall be to the satisfaction of the Engineer.

1. Refer to Section 01331, DOCUMENTATION, in regard to external hard drives to be given to the Owner upon completion of project and before the project is accepted by the Owner.

B. The camera shall have a remote controlled, pan and tilt type lens and lighting system capable of turning perpendicular to the direction of flow and rotating 360 degrees while inside the pipe. The camera shall be able to view a minimum service connection length of 4 feet in order to determine whether the connection is active or inactive.

C. Electronic video equipment shall be capable of displaying and recording during the entire inspection, as a minimum, the following data for each stormwater drain reach videotaped:

1. Project identification
2. Date recorded
3. Drain/sewer reach identification (street location, MH to MH, CB to CB)
4. Footage counter

D. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper identification of the sewer pipe's condition. Manual winches, power winches, television cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer pipe conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire sewer section, the Contractor shall re-set its equipment in a manner so that the inspection can be performed from the opposite manhole.

E. Flow control shall be in accordance with Section 01575, HANDLING OF EXISTING FLOWS.

F. Standing water within a sagging pipe shall be removed so that the pipe can be adequately television inspected. A minimum of 80% of the pipe shall be visible before television inspection.

G. Obstructions caused by protruding taps shall be removed and considered incidental to the work.

H. Television inspection shall be performed in advance of pipe lining activities.

END OF SECTION

APPENDIX A

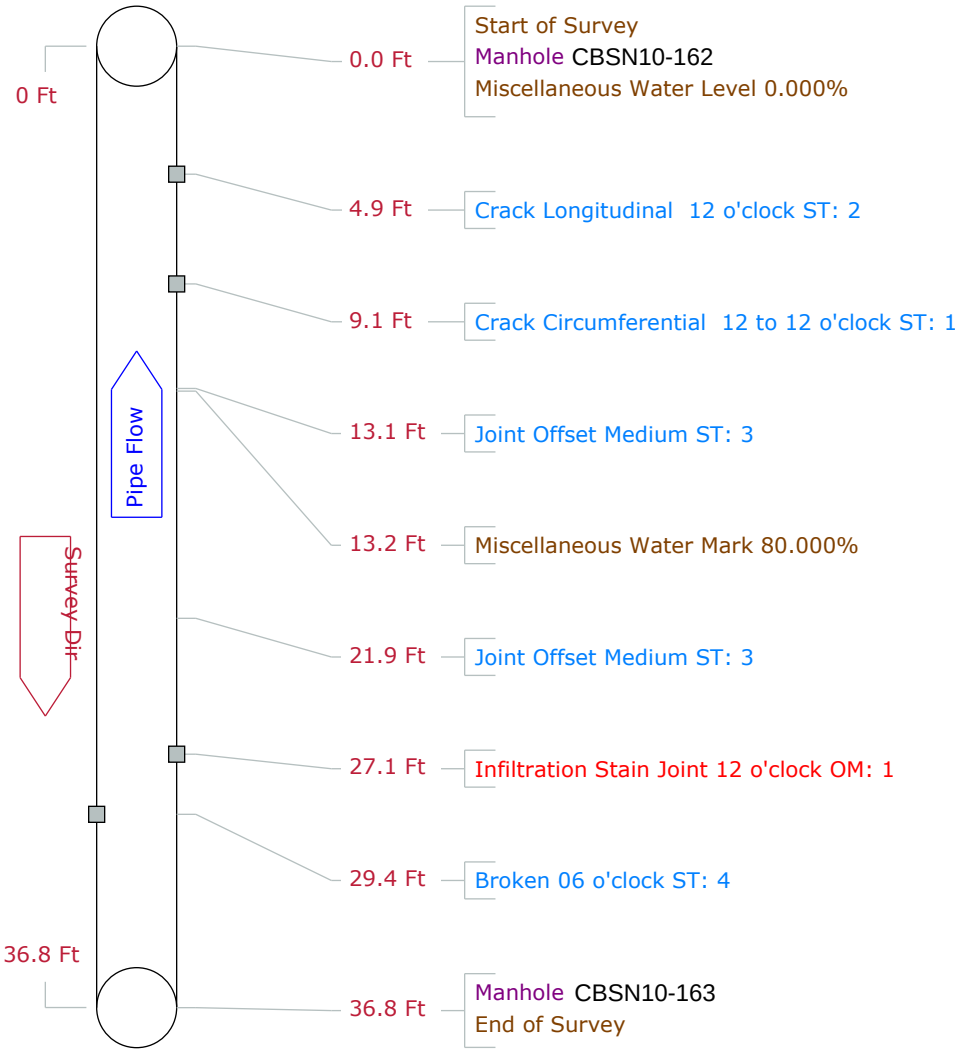
TELEVSION INSPECTION REPORTS

Pipe Graphic Report of PLR CBSN10-163 C **for** **Masterson**

Setup	22	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	8:57	**Weather**	
Pre-Cleaning	H	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	12
Width	ins				
Shape	Circular	**Material**	Concrete Pipe (non-reinforced)	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	Ft
Length Surveyed	36.80 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Up	CBSN10-163	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-162	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**

Structural	O & M
Miscellaneous	Constructional



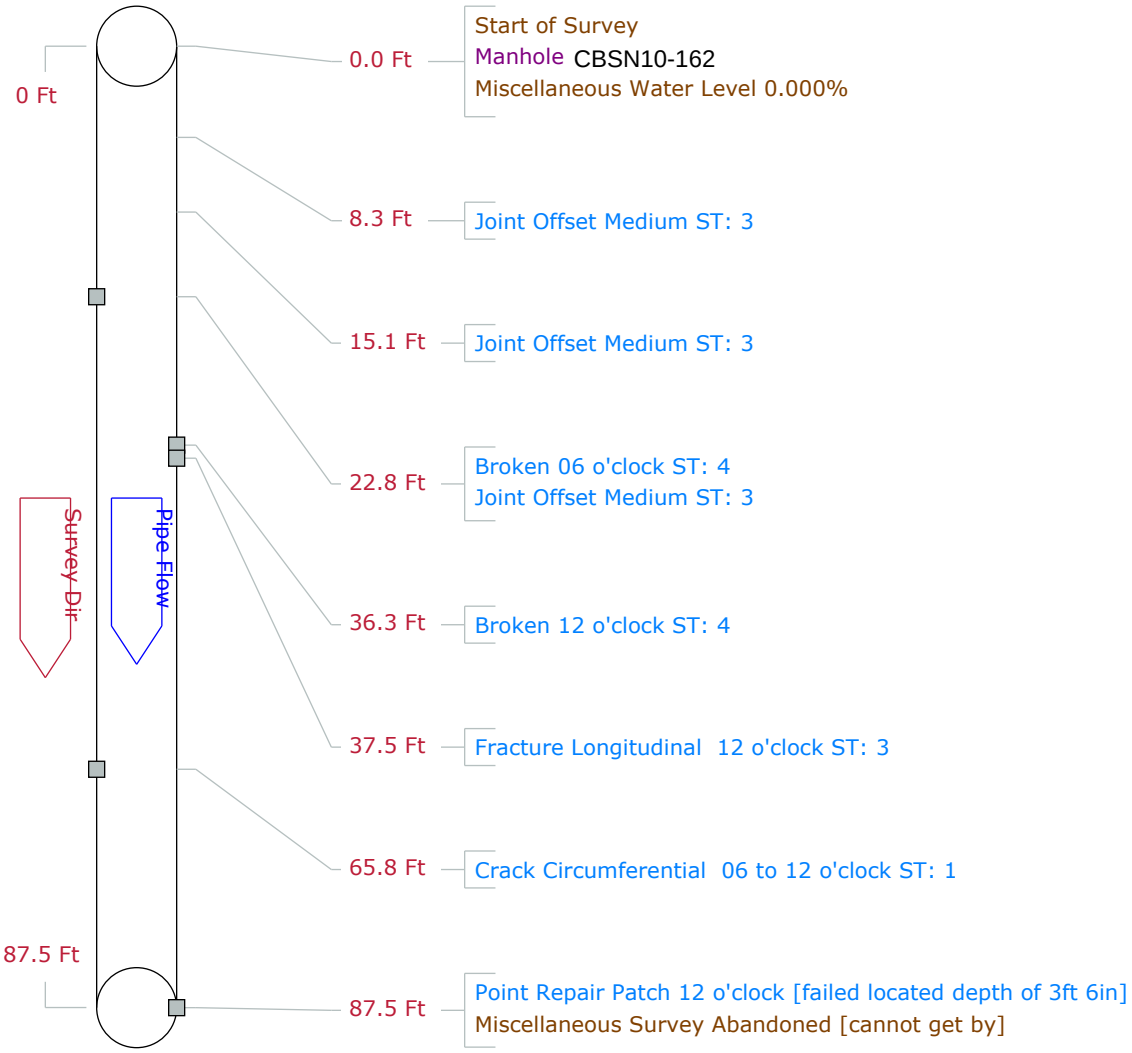
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-162 C for Masterson

Setup	21/24	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner		**Reviewed By**		**Reviewer #**	
Work Order		**Customer**		**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	7:48	**Weather**	
Pre-Cleaning	N	**Date Cleaned**		**Flow control**	
Survey Purpose		**Direction**	Downstream		
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code		**Pipe Use**	Stormwater Pipe	**Location details**	
Height	12	**Width**	ins	**Shape**	Circular
Material	Reinforced Concrete Pipe	**Lining**		**Coating**	
Pipe Joint length	Ft	**Total length**	Ft	**Length Surveyed**	87.50 Ft
Year Constructed		**Year Renewed**		**Additional info**	

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-162	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-165	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



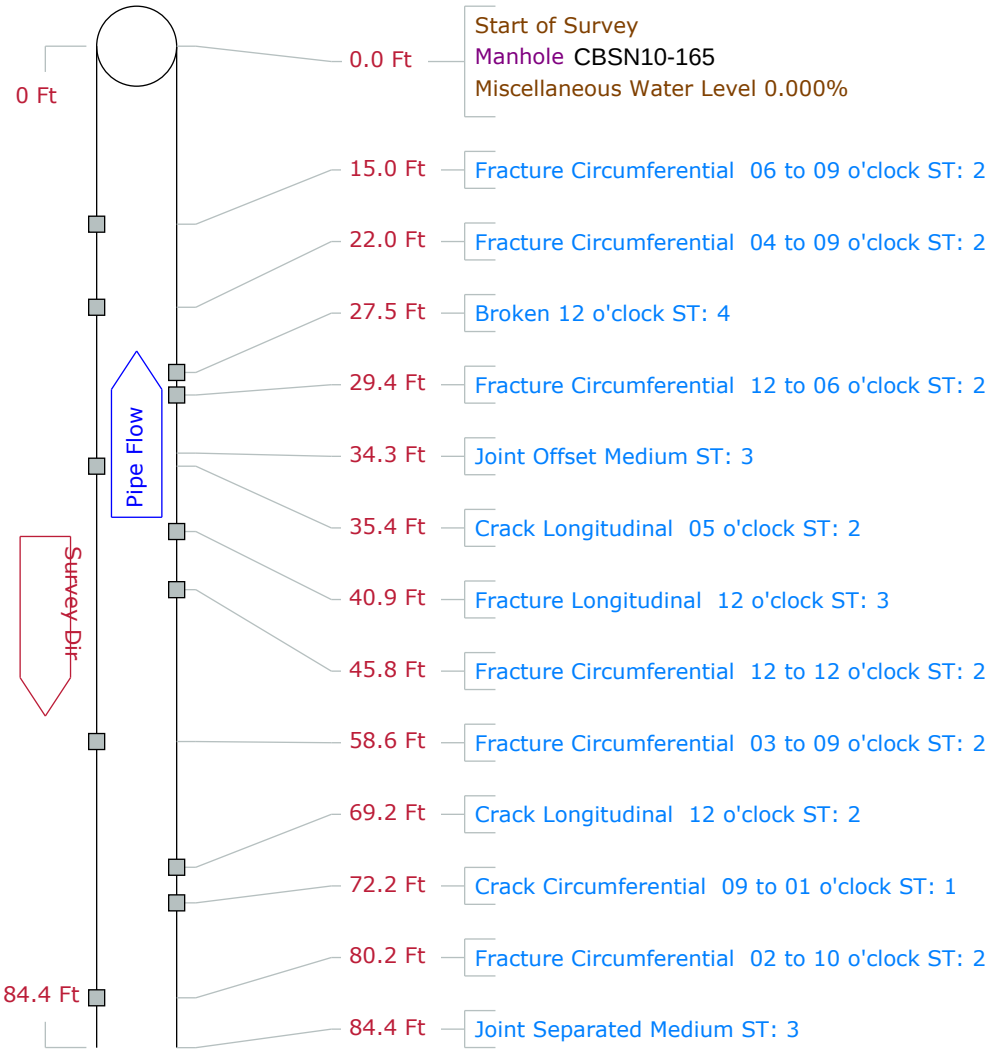
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-162 C **for** **Masterson**

Setup	24/21	**Surveyed By** DR	**Certificate #** U-0821-70402733	**Owner**	
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project** Masterson Drain Investigation			
Date	2022/10/28	**Time** 9:54	**Weather**	**Pre-Cleaning** N	**Date Cleaned**
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height** 12	**Width** ins
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	**Ft** **Total length**	**Ft**	
Length Surveyed	85.20 **Ft**	**Year Constructed**	**Year Renewed**		
Additional info	Reverse set up on sheet:21				

Up	CBSN10-162	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-165	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**

Structural O & M
Miscellaneous Constructional


0 Ft
Pipe Flow
Survey Dir
84.4 Ft
0.0 Ft Start of Survey
Manhole CBSN10-165
Miscellaneous Water Level 0.000%
15.0 Ft Fracture Circumferential 06 to 09 o'clock ST: 2
22.0 Ft Fracture Circumferential 04 to 09 o'clock ST: 2
27.5 Ft Broken 12 o'clock ST: 4
29.4 Ft Fracture Circumferential 12 to 06 o'clock ST: 2
34.3 Ft Joint Offset Medium ST: 3
35.4 Ft Crack Longitudinal 05 o'clock ST: 2
40.9 Ft Fracture Longitudinal 12 o'clock ST: 3
45.8 Ft Fracture Circumferential 12 to 12 o'clock ST: 2
58.6 Ft Fracture Circumferential 03 to 09 o'clock ST: 2
69.2 Ft Crack Longitudinal 12 o'clock ST: 2
72.2 Ft Crack Circumferential 09 to 01 o'clock ST: 1
80.2 Ft Fracture Circumferential 02 to 10 o'clock ST: 2
84.4 Ft Joint Separated Medium ST: 3

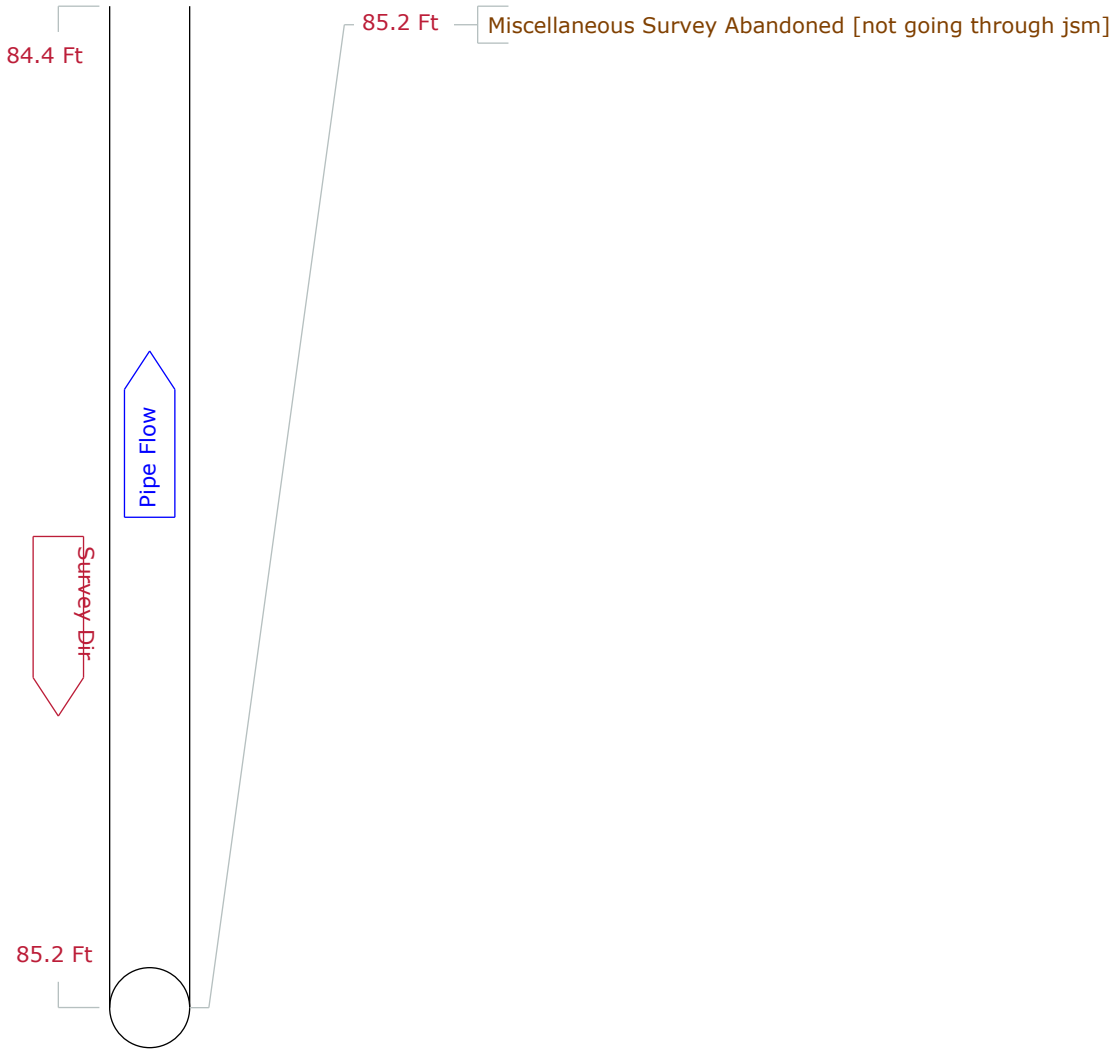
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-162 C **for** **Masterson**

Setup	24/21	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	9:54	**Weather**	
Pre-Cleaning	N	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	12
Width		**ins**			
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	**Ft**	**Total length**	**Ft**
Length Surveyed	85.20 **Ft**	**Year Constructed**		**Year Renewed**	
Additional info	Reverse set up on sheet:21				

Up	CBSN10-162	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-165	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**

Structural	O & M
Miscellaneous	Constructional



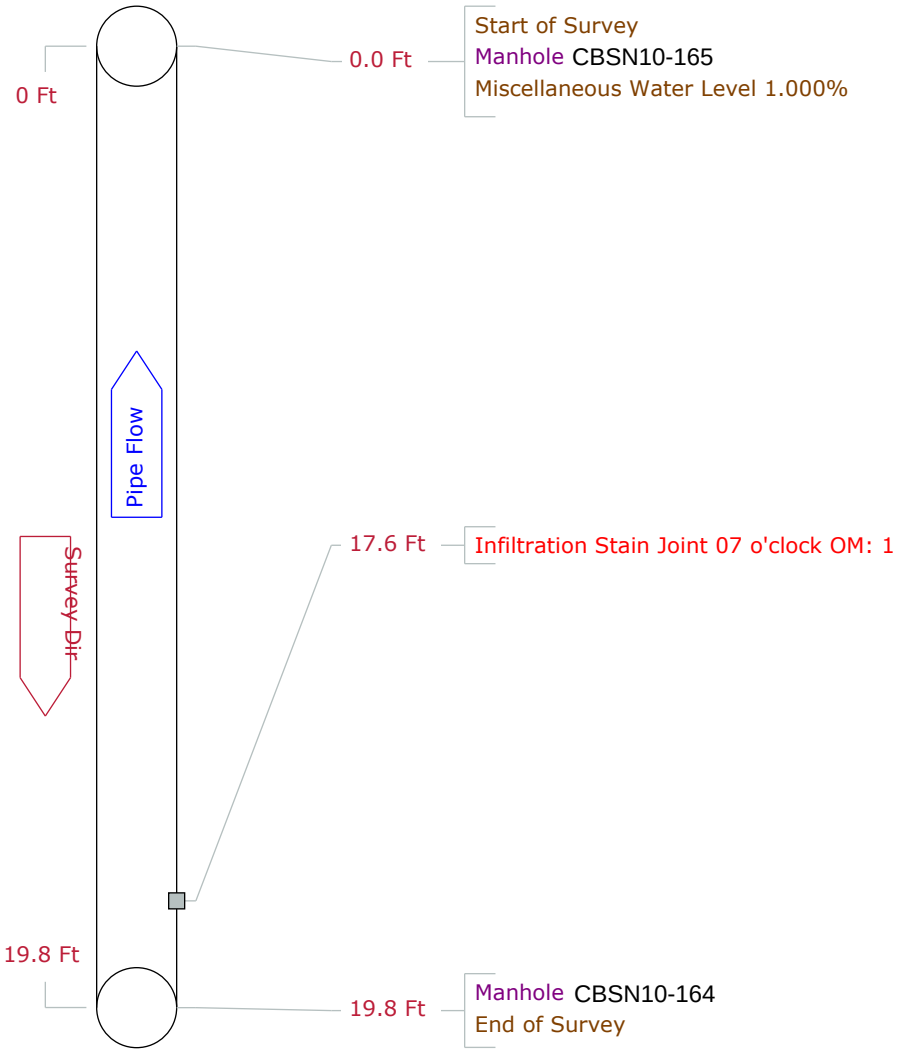
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-164 C **for** **Masterson**

Setup	25	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	10:27	**Weather**	
Pre-Cleaning	H	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	12
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	Ft
Length Surveyed	19.80 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-164	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-165	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



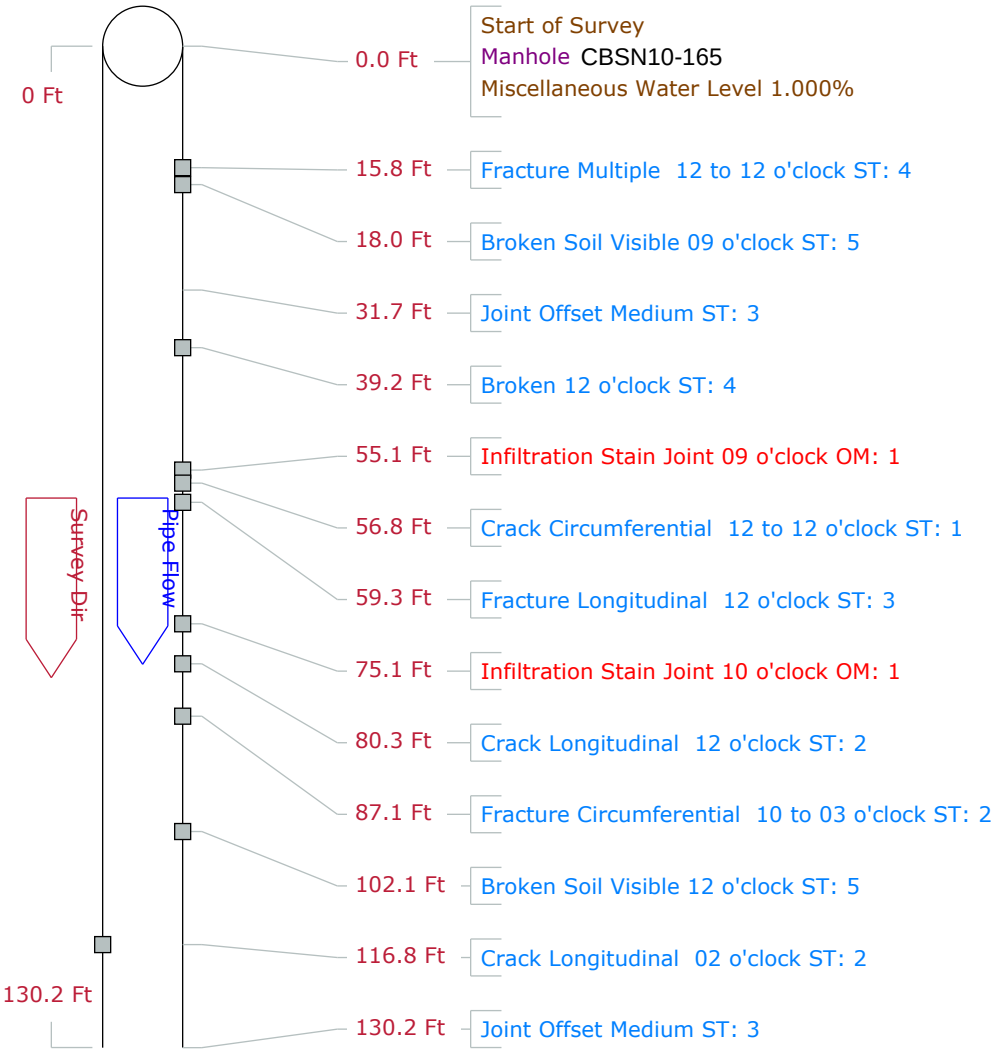
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-165 C **for** **Masterson**

Setup	23	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	9:27	**Weather**	
Pre-Cleaning	N	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Downstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	12
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	Ft
Length Surveyed	132.20 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-165	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-75	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



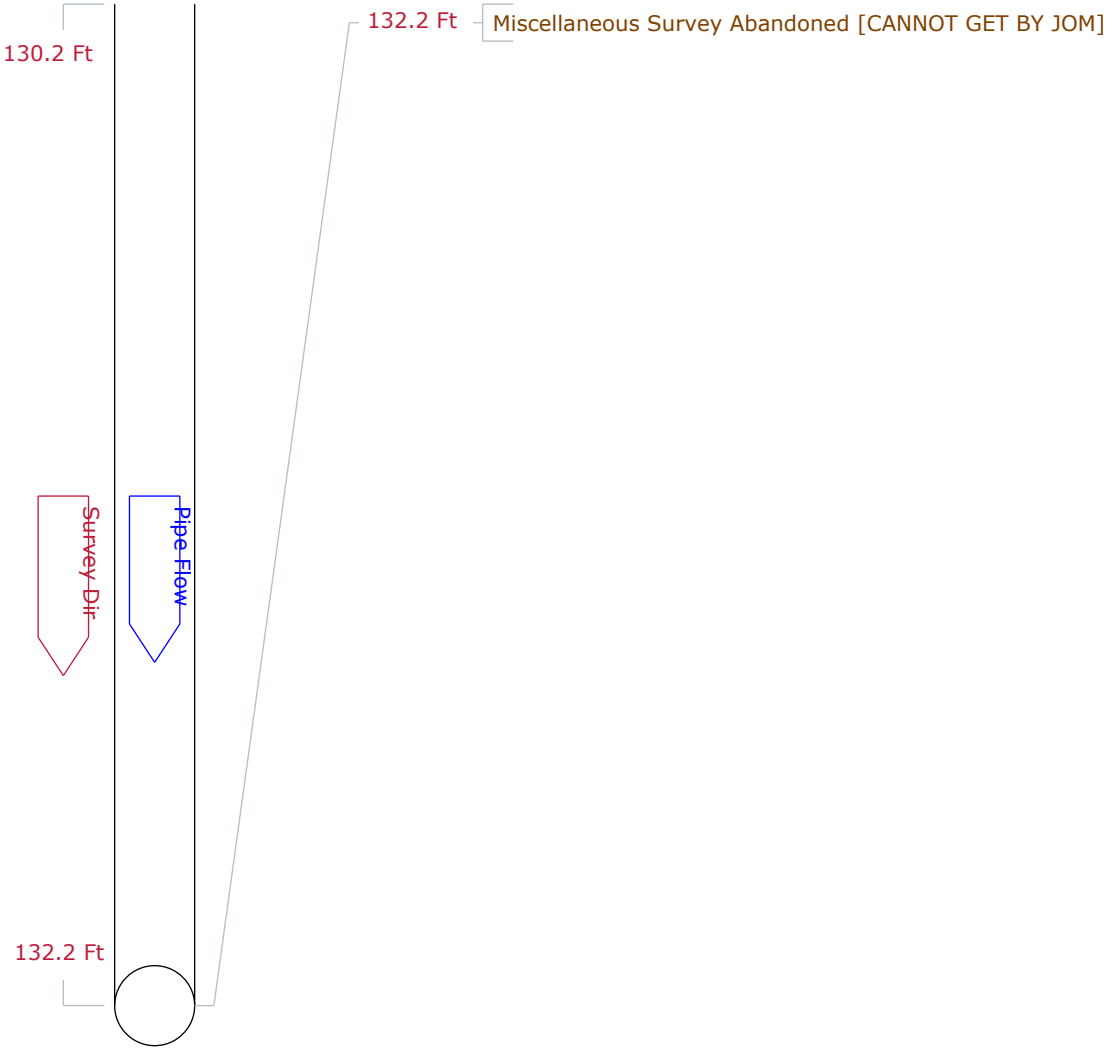
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-165 C **for** **Masterson**

Setup	23	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	9:27	**Weather**	
Pre-Cleaning	N	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Downstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	12
Width	**ins**				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	**Ft**	**Total length**	**Ft**
Length Surveyed	132.20 **Ft**	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M						
Miscellaneous	Constructional						

Up	CBSN10-165	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-75	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



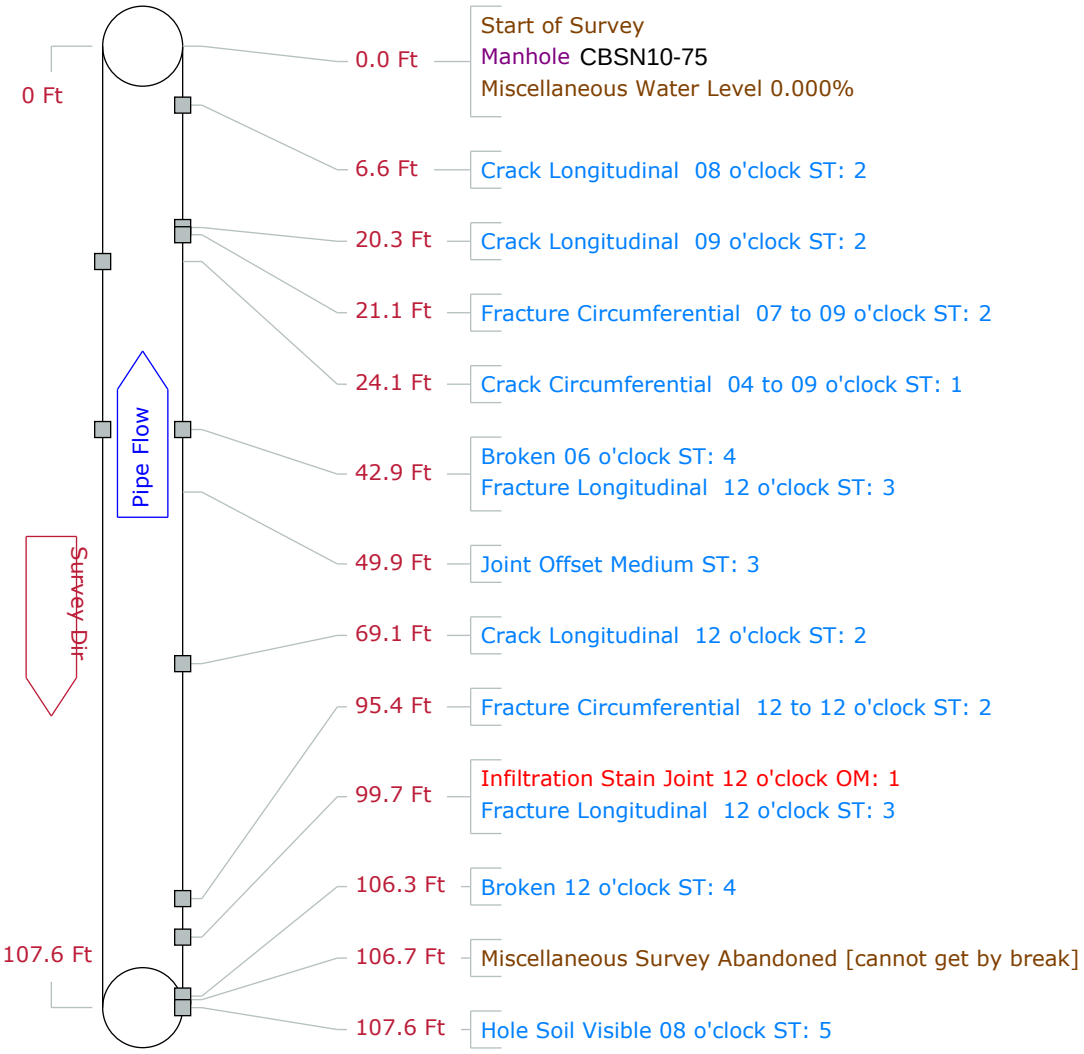
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-165 F **for** **Masterson**

Setup	27	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	11:10	**Weather**	
Pre-Cleaning	N	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code		**Pipe Use**	Stormwater Pipe		
Location details		**Height**	12	**Width**	ins
Shape	Circular	**Material**	Concrete Pipe (non-reinforced)	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	Ft
Length Surveyed	106.70 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-165	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-75	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



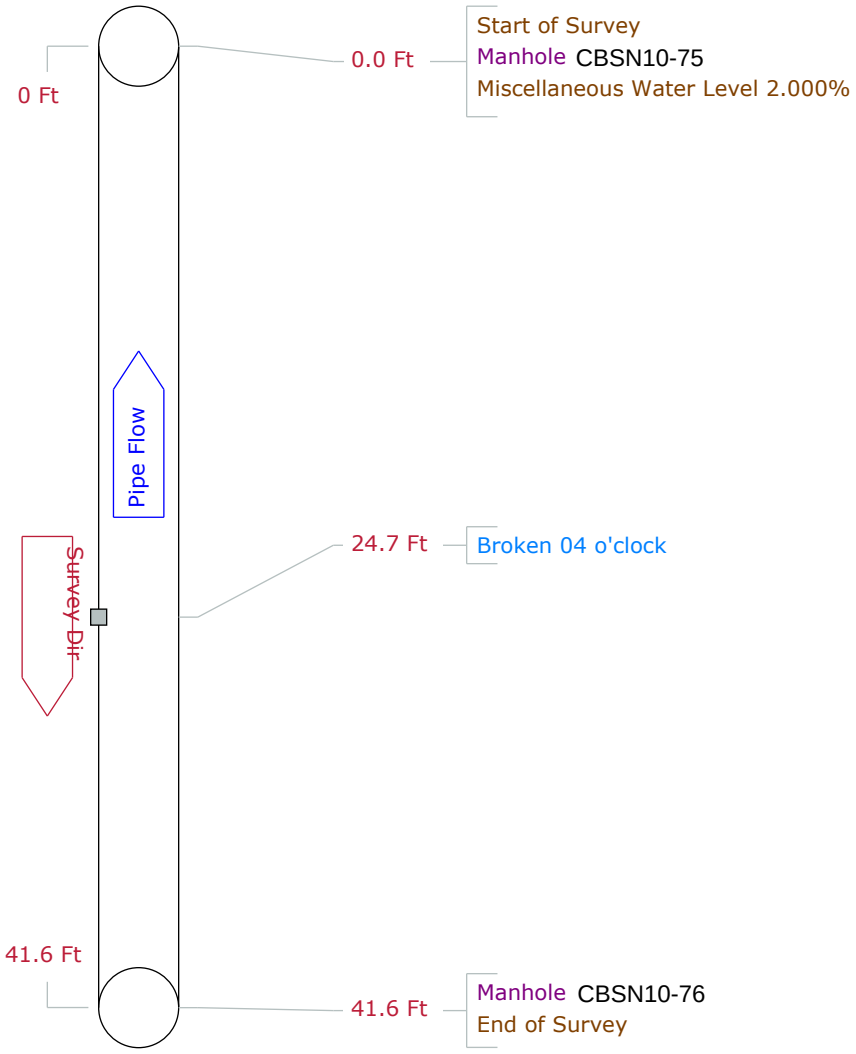
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-76 C **for** **Masterson**

Setup	29	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	12:07	**Weather**	
Pre-Cleaning	H	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	12
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	Ft
Length Surveyed	41.60 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-76	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-75	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



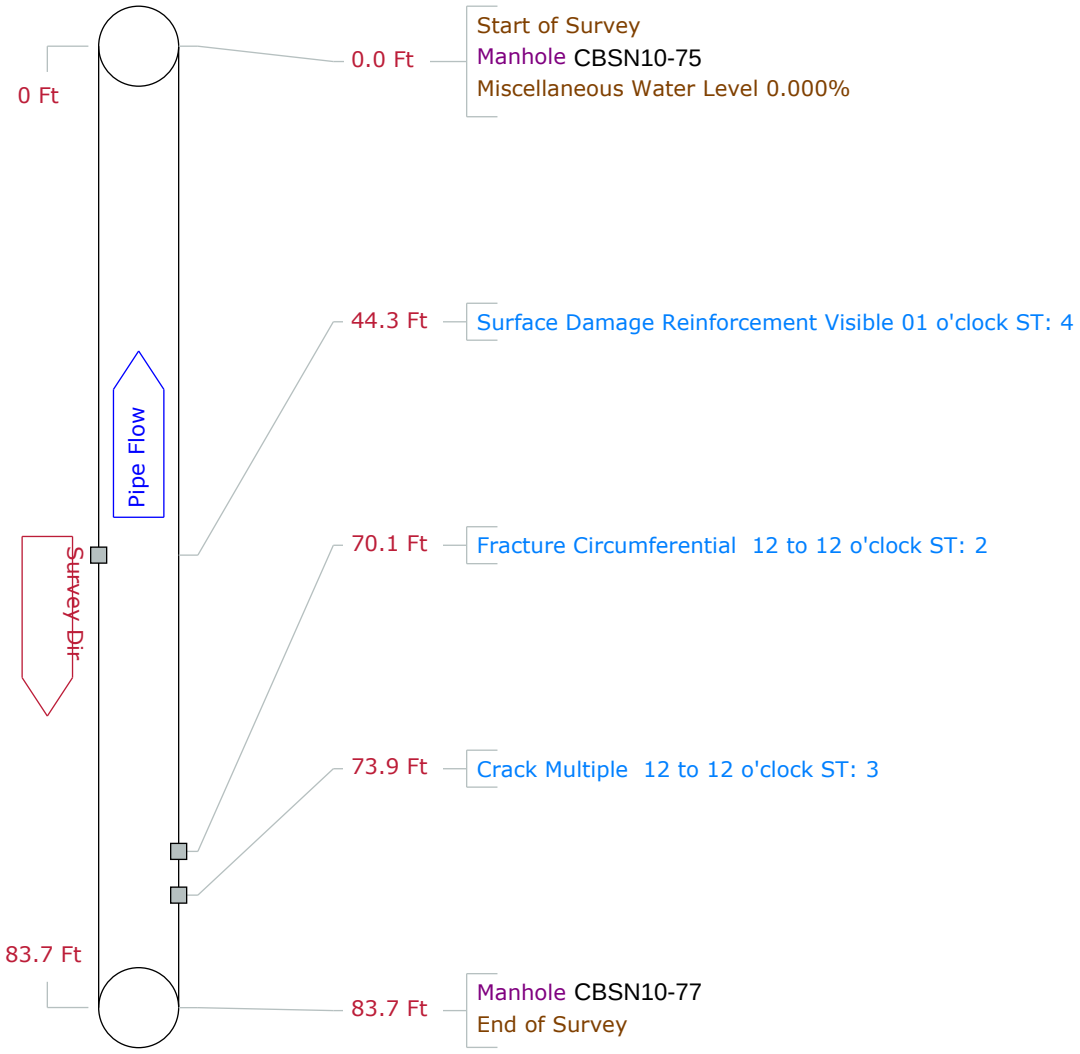
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-77 C **for** **Masterson**

Setup	28	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	11:33	**Weather**	
Pre-Cleaning	H	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	12
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	Ft
Length Surveyed	83.70 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-77	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-75	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



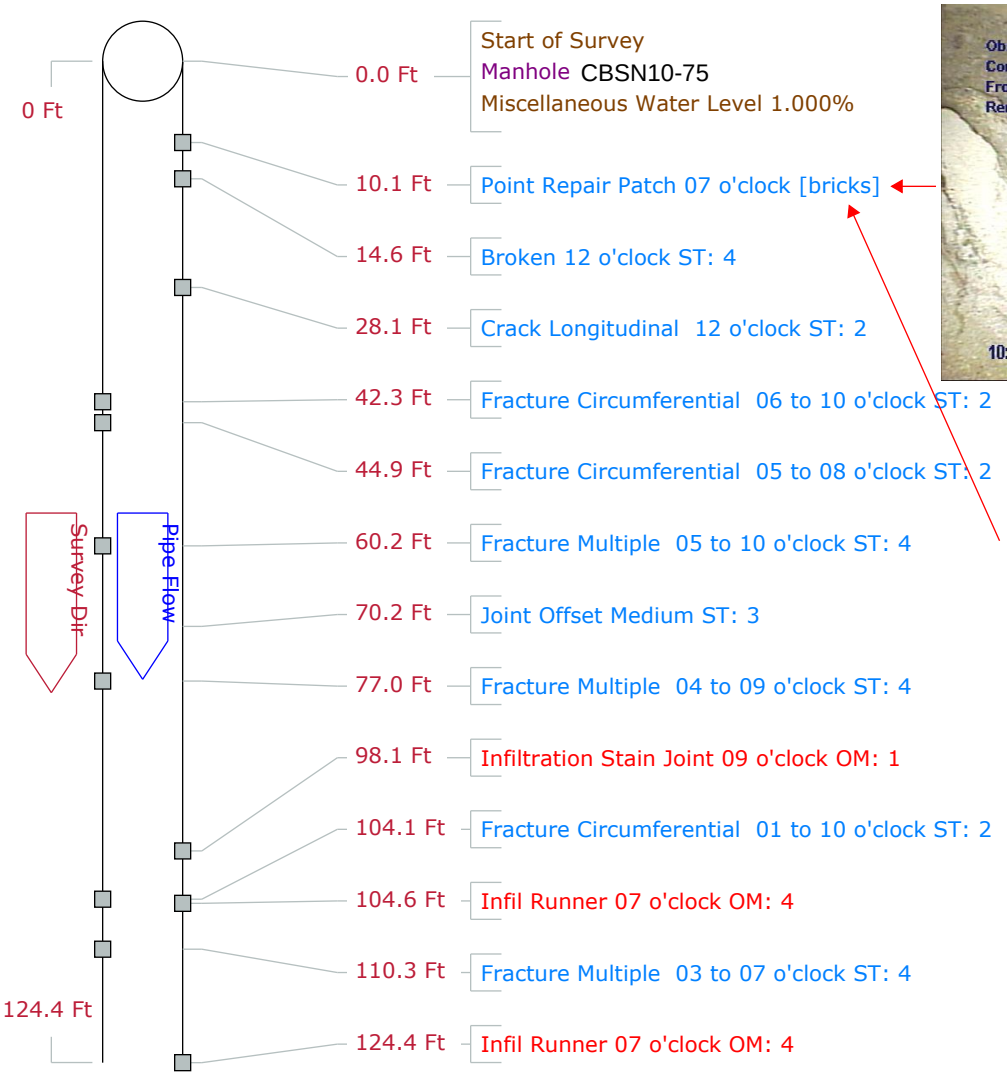
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-75 C **for** **Masterson**

Setup	26/31	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	10:46	**Weather**	
Pre-Cleaning	H	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Downstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	15
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	Ft
Length Surveyed	145.10 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-75	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-74	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



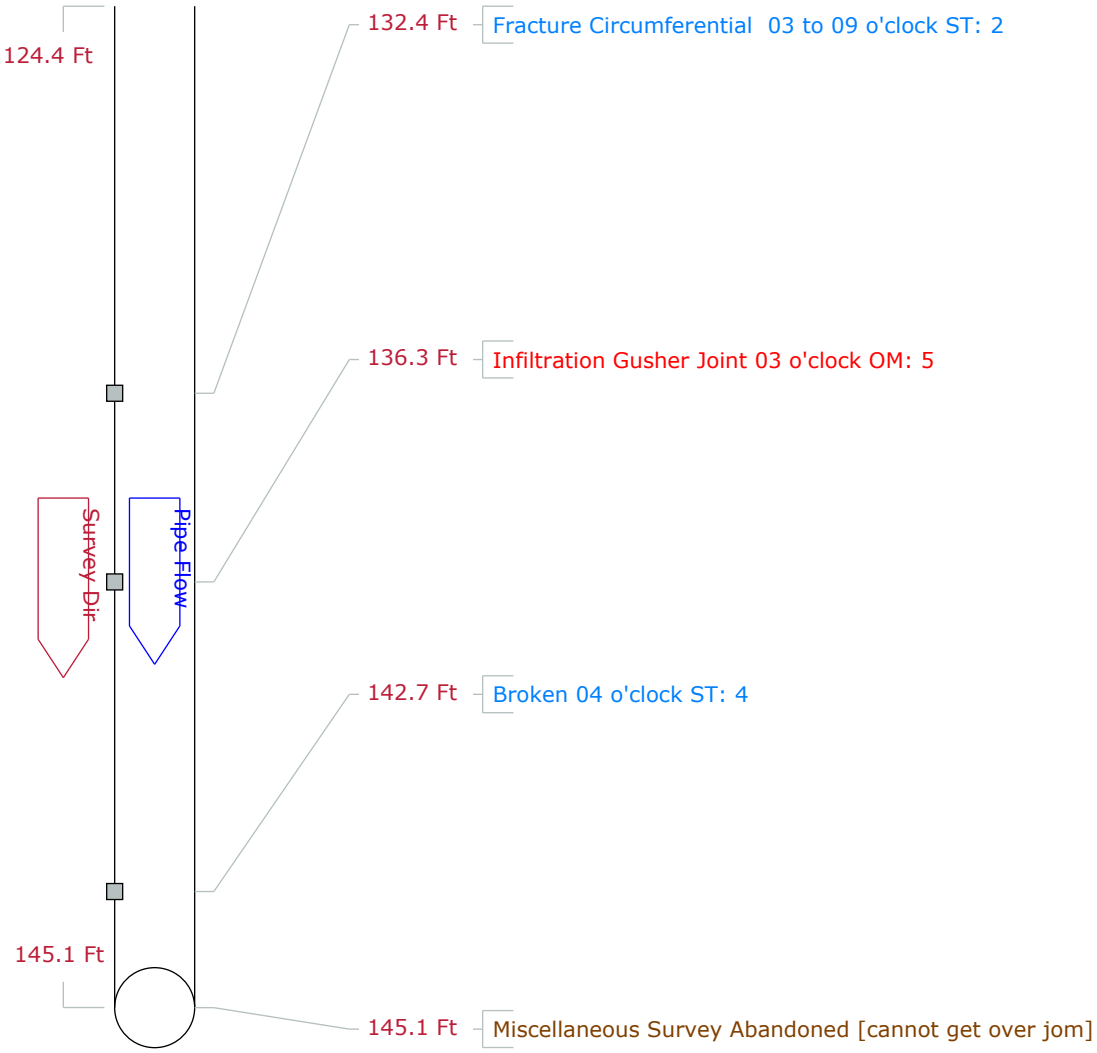
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-75 C **for** **Masterson**

Setup	26/31	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	10:46	**Weather**	
Pre-Cleaning	H	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Downstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	15
Width		**ins**			
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	**Ft**	**Total length**	**Ft**
Length Surveyed	145.10 **Ft**	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-75	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-74	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



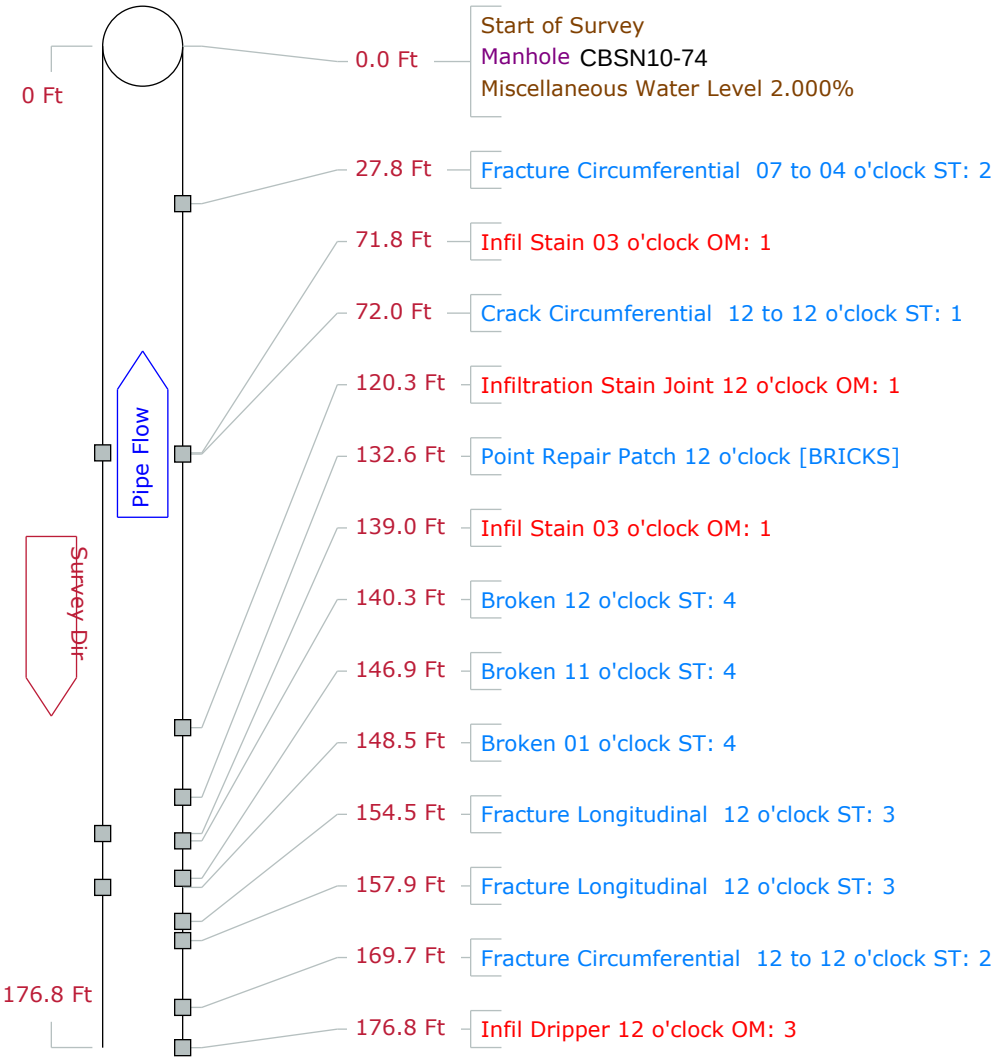
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-75 C **for** **Masterson**

Setup	31/26	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	13:35	**Weather**	
Pre-Cleaning	H	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	15
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	Ft
Length Surveyed	228.30 Ft	**Year Constructed**		**Year Renewed**	
Additional info	Reverse set up on sheet:26				

Up	CBSN10-75	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-74	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**

Structural	O & M
Miscellaneous	Constructional



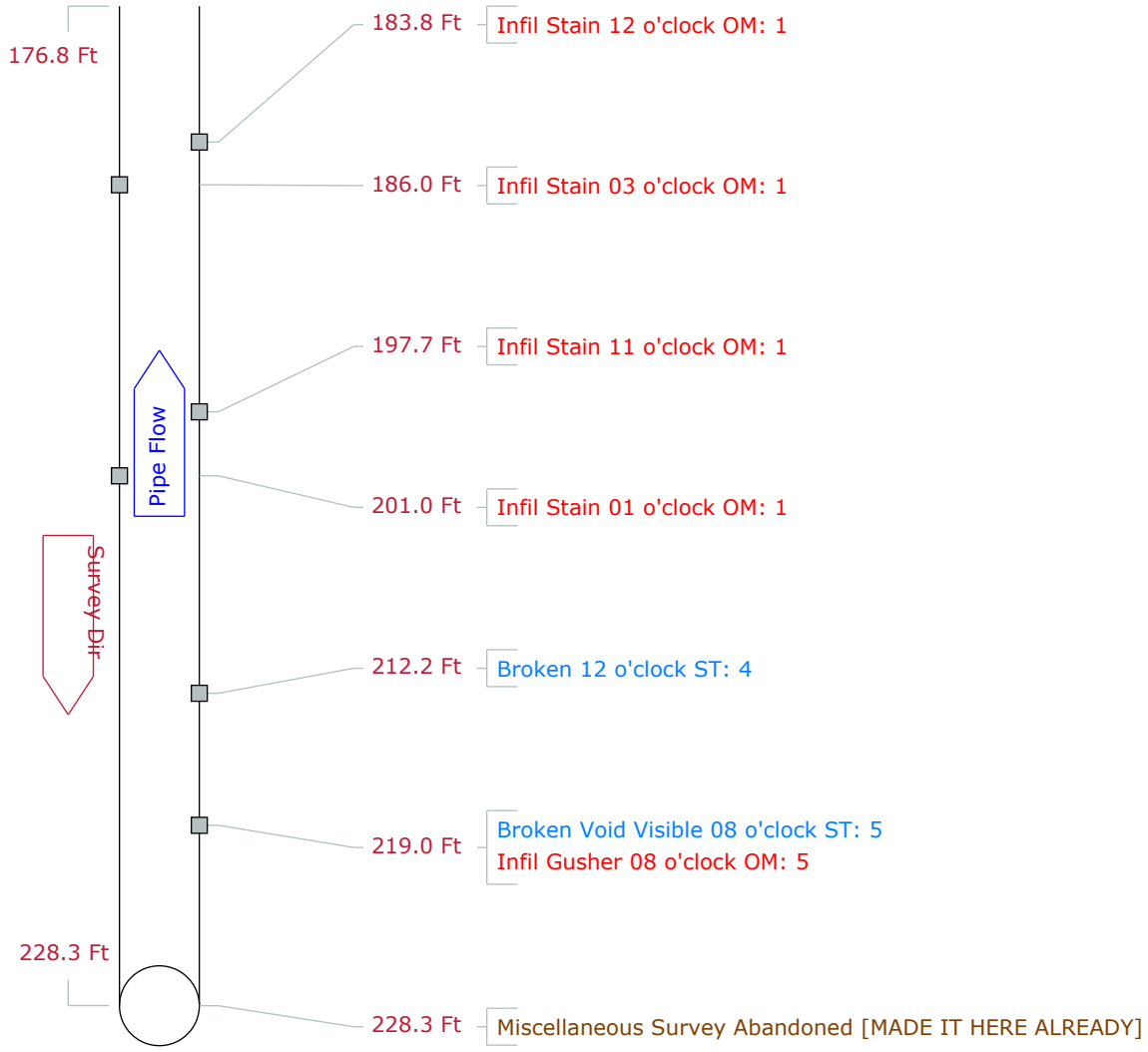
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-75 C for Masterson

Setup	31/26	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	13:35	**Weather**	
Pre-Cleaning	H	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	15
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	Ft
Length Surveyed	228.30 Ft	**Year Constructed**		**Year Renewed**	
Additional info	Reverse set up on sheet:26				

Up	CBSN10-75	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-74	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**

Structural O & M
Miscellaneous Constructional



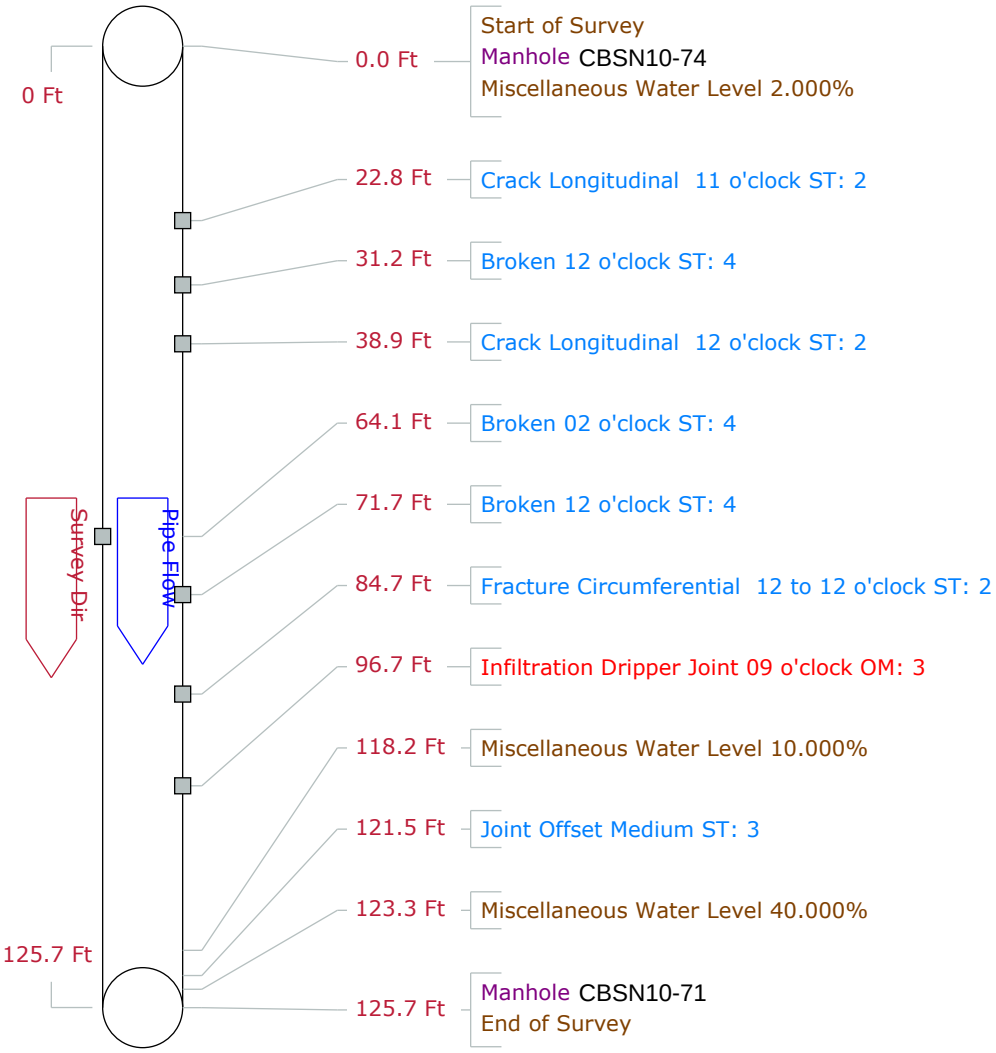
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-74 C **for** **Masterson**

Setup	30	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	12:57	**Weather**	
Pre-Cleaning	H	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Downstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	18
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	Ft
Length Surveyed	125.70 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-74	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-71	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



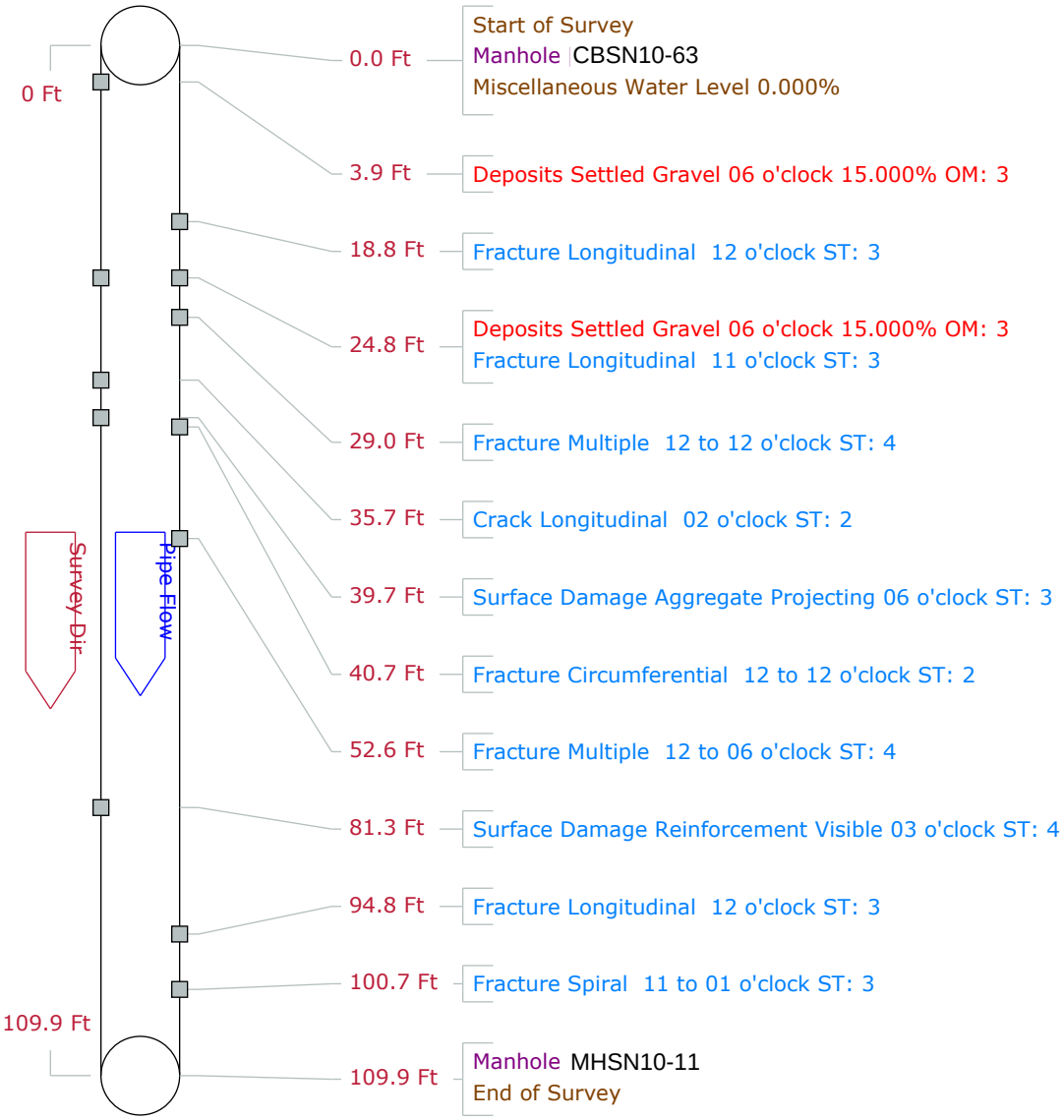
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

Pipe Graphic Report of PLR CBSN10-63 **for** **Masterson**

Setup	11	**Surveyed By**	TB	**Certificate #**	P0035658-012022
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer	Masterson			**P/O #**	
Media Label		**Project**	Drain Investigations Masterson		
Date	2022/11/02	**Time**	7:19	**Weather**	
Pre-Cleaning	H	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Downstream
Street	Tower Farm Rd.	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	12
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	109.9 Ft
Length Surveyed	109.90 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-63	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	MHSN10-11	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**


0 Ft
0.0 Ft
Start of Survey
Manhole CBSN10-63
Miscellaneous Water Level 0.000%
3.9 Ft
Deposits Settled Gravel 06 o'clock 15.000% OM: 3
18.8 Ft
Fracture Longitudinal 12 o'clock ST: 3
24.8 Ft
Deposits Settled Gravel 06 o'clock 15.000% OM: 3
Fracture Longitudinal 11 o'clock ST: 3
29.0 Ft
Fracture Multiple 12 to 12 o'clock ST: 4
35.7 Ft
Crack Longitudinal 02 o'clock ST: 2
39.7 Ft
Surface Damage Aggregate Projecting 06 o'clock ST: 3
40.7 Ft
Fracture Circumferential 12 to 12 o'clock ST: 2
52.6 Ft
Fracture Multiple 12 to 06 o'clock ST: 4
81.3 Ft
Surface Damage Reinforcement Visible 03 o'clock ST: 4
94.8 Ft
Fracture Longitudinal 12 o'clock ST: 3
100.7 Ft
Fracture Spiral 11 to 01 o'clock ST: 3
109.9 Ft
109.9 Ft
Manhole MHSN10-11
End of Survey
Survey Dir
Pipe Flow

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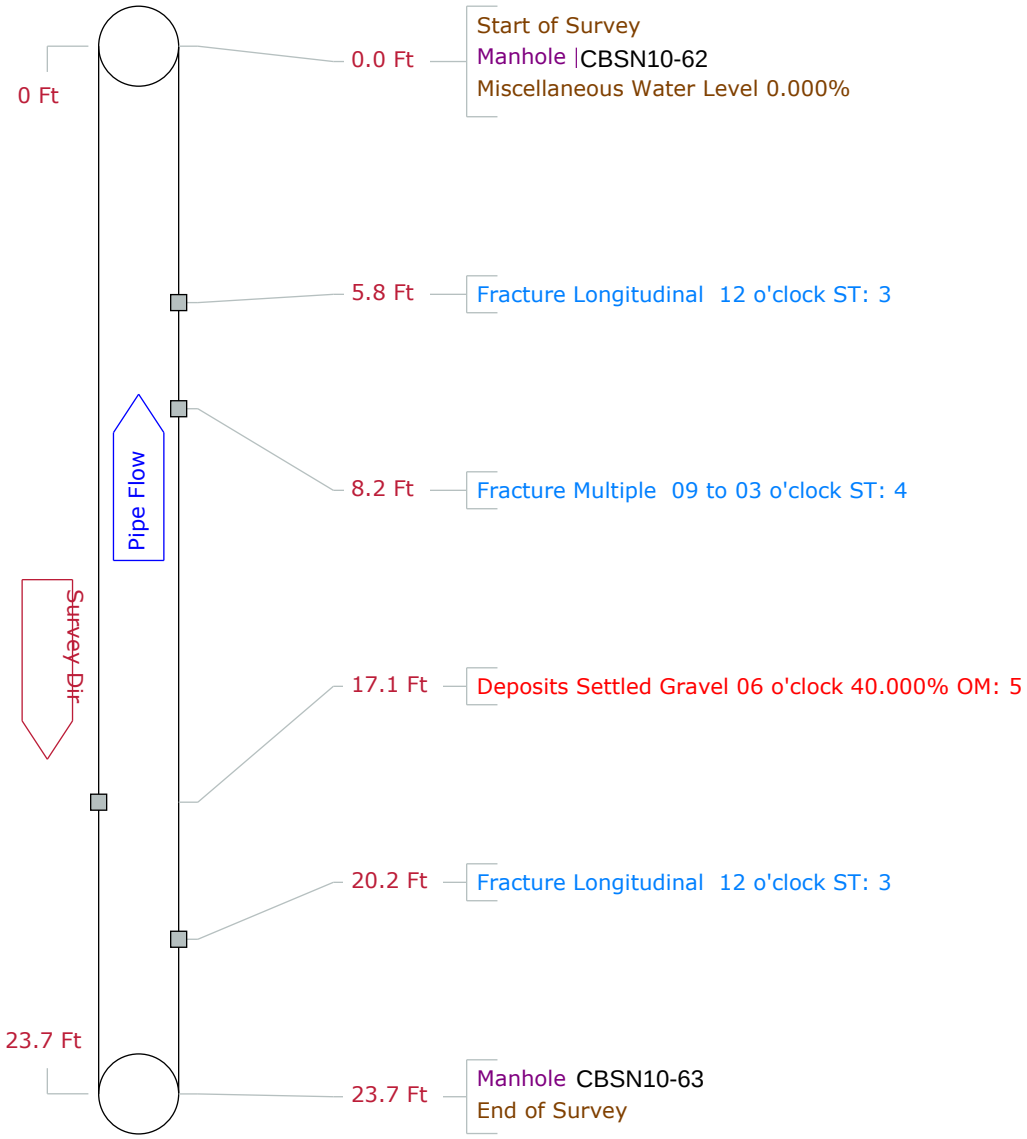
Pipe Graphic Report of PLR CBSN10-62 **for** **Masterson**

Setup	12	**Surveyed By**	TB	**Certificate #**	P0035658-012022
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer	Masterson			**P/O #**	
Media Label		**Project**	Drain Investigations Masterson		
Date	2022/11/02	**Time**	7:38	**Weather**	
Pre-Cleaning	L	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Tower Farm Rd.	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	12
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	23.7 Ft
Length Surveyed	23.70 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-63	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-62	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



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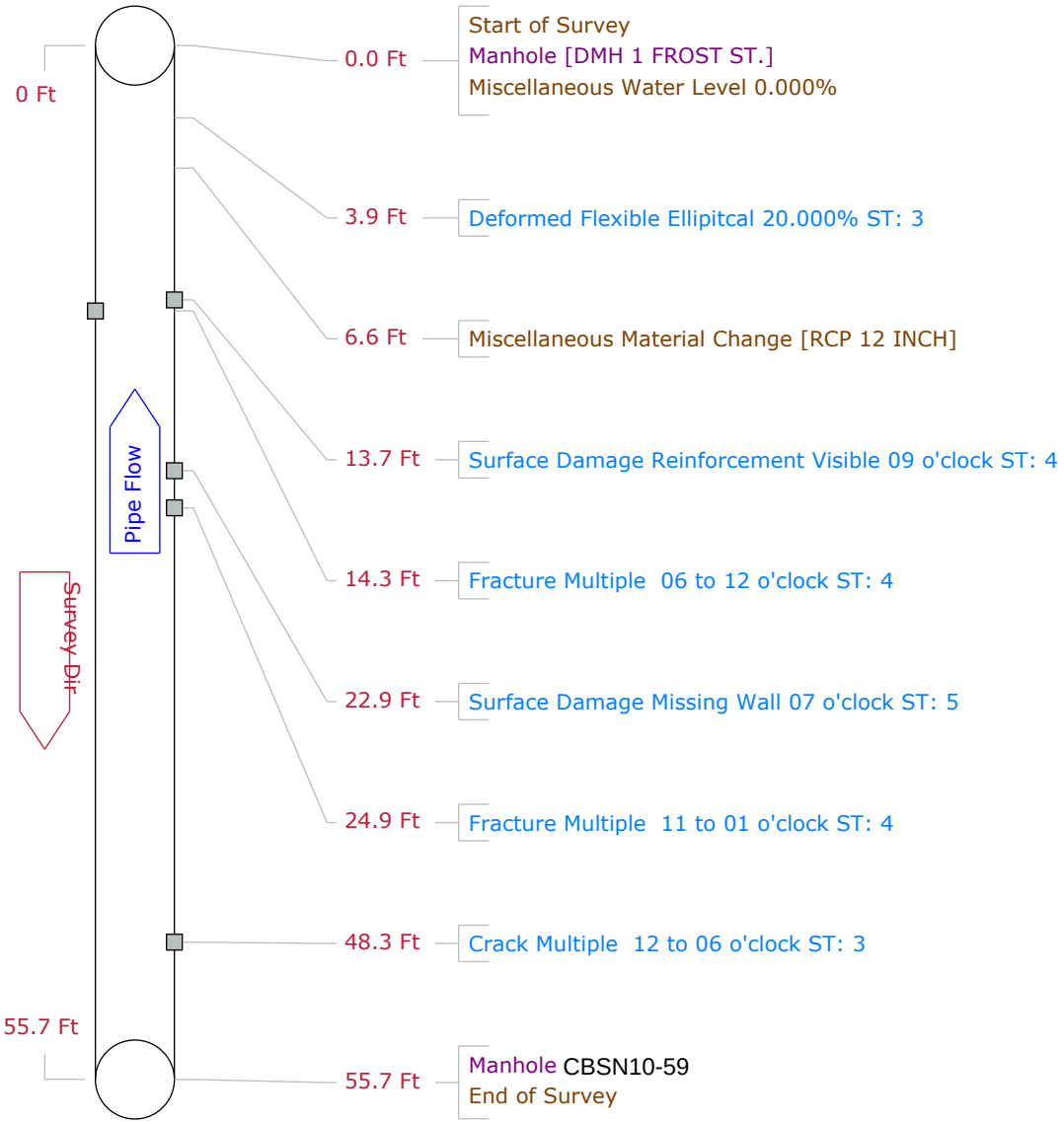
Pipe Graphic Report of PLR CBSN10-59 A **for** **Masterson**

Setup	6	**Surveyed By**	TB	**Certificate #**	P0035658-012022
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer	Masterson			**P/O #**	
Media Label		**Project**	Drain Investigations Masterson		
Date	2022/11/01	**Time**	9:46	**Weather**	
Pre-Cleaning	N	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Frost St.		MHSN10-10	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	12
Width	ins				
Shape	Circular	**Material**	Polyvinyl Chloride	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	55.7 Ft
Length Surveyed	55.70 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-59	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	MHSN10-10	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



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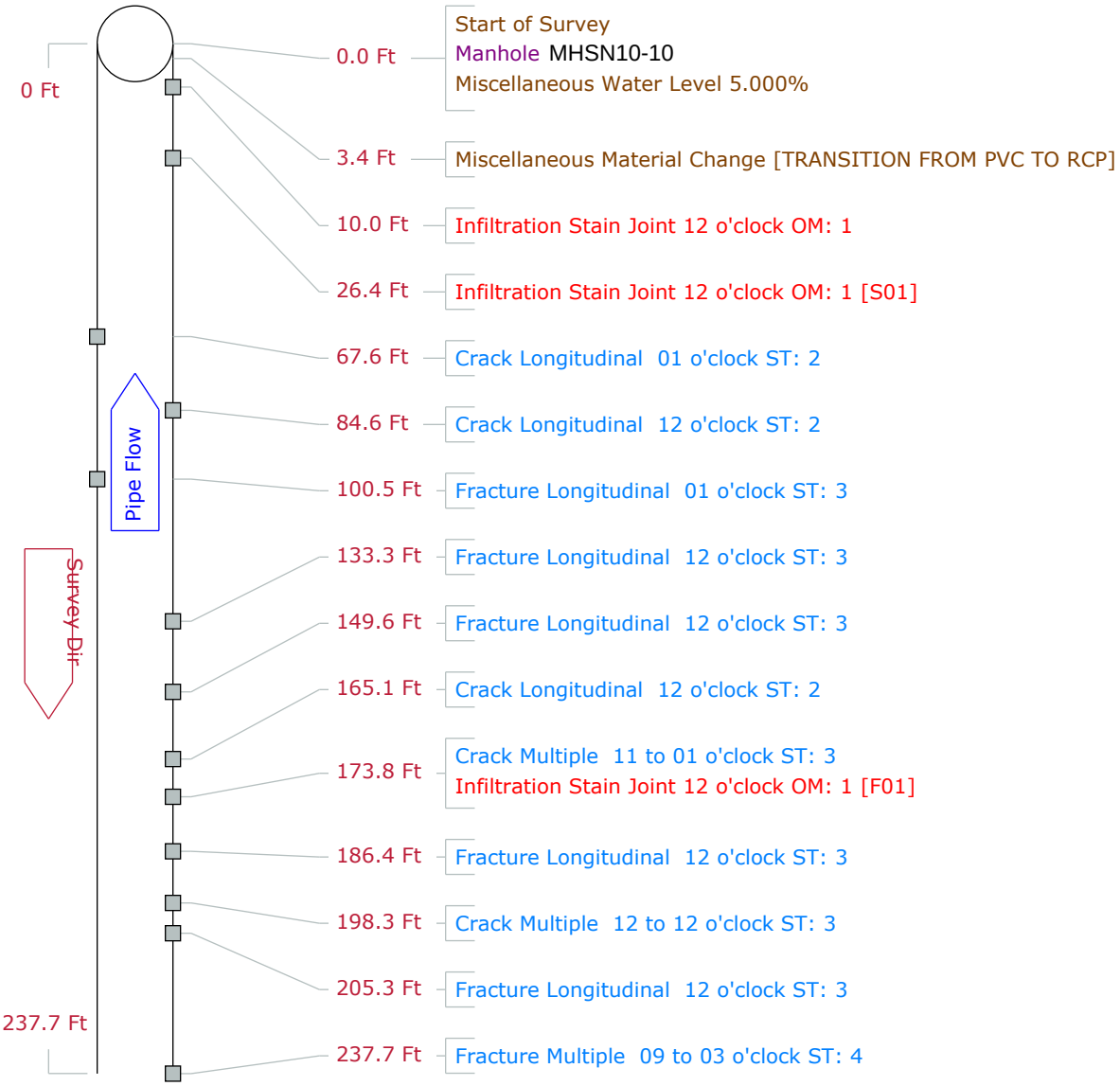
Pipe Graphic Report of PLR MHSN10-11 **for** **Masterson**

Setup	4	**Surveyed By**	TB	**Certificate #**	P0035658-012022
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer	Masterson			**P/O #**	
Media Label		**Project**	Drain Investigations Masterson		
Date	2022/11/01	**Time**	8:42	**Weather**	
Pre-Cleaning	N	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Tower Farm Rd.	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	18
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	385.0 Ft
Length Surveyed	385.00 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	MHSN10-11	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	MHSN10-10	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**


0 Ft
Pipe Flow
Survey Dir
237.7 Ft
0.0 Ft
Start of Survey
Manhole MHSN10-10
Miscellaneous Water Level 5.000%
3.4 Ft
Miscellaneous Material Change [TRANSITION FROM PVC TO RCP]
10.0 Ft
Infiltration Stain Joint 12 o'clock OM: 1
26.4 Ft
Infiltration Stain Joint 12 o'clock OM: 1 [S01]
67.6 Ft
Crack Longitudinal 01 o'clock ST: 2
84.6 Ft
Crack Longitudinal 12 o'clock ST: 2
100.5 Ft
Fracture Longitudinal 01 o'clock ST: 3
133.3 Ft
Fracture Longitudinal 12 o'clock ST: 3
149.6 Ft
Fracture Longitudinal 12 o'clock ST: 3
165.1 Ft
Crack Longitudinal 12 o'clock ST: 2
173.8 Ft
Crack Multiple 11 to 01 o'clock ST: 3
Infiltration Stain Joint 12 o'clock OM: 1 [F01]
186.4 Ft
Fracture Longitudinal 12 o'clock ST: 3
198.3 Ft
Crack Multiple 12 to 12 o'clock ST: 3
205.3 Ft
Fracture Longitudinal 12 o'clock ST: 3
237.7 Ft
Fracture Multiple 09 to 03 o'clock ST: 4

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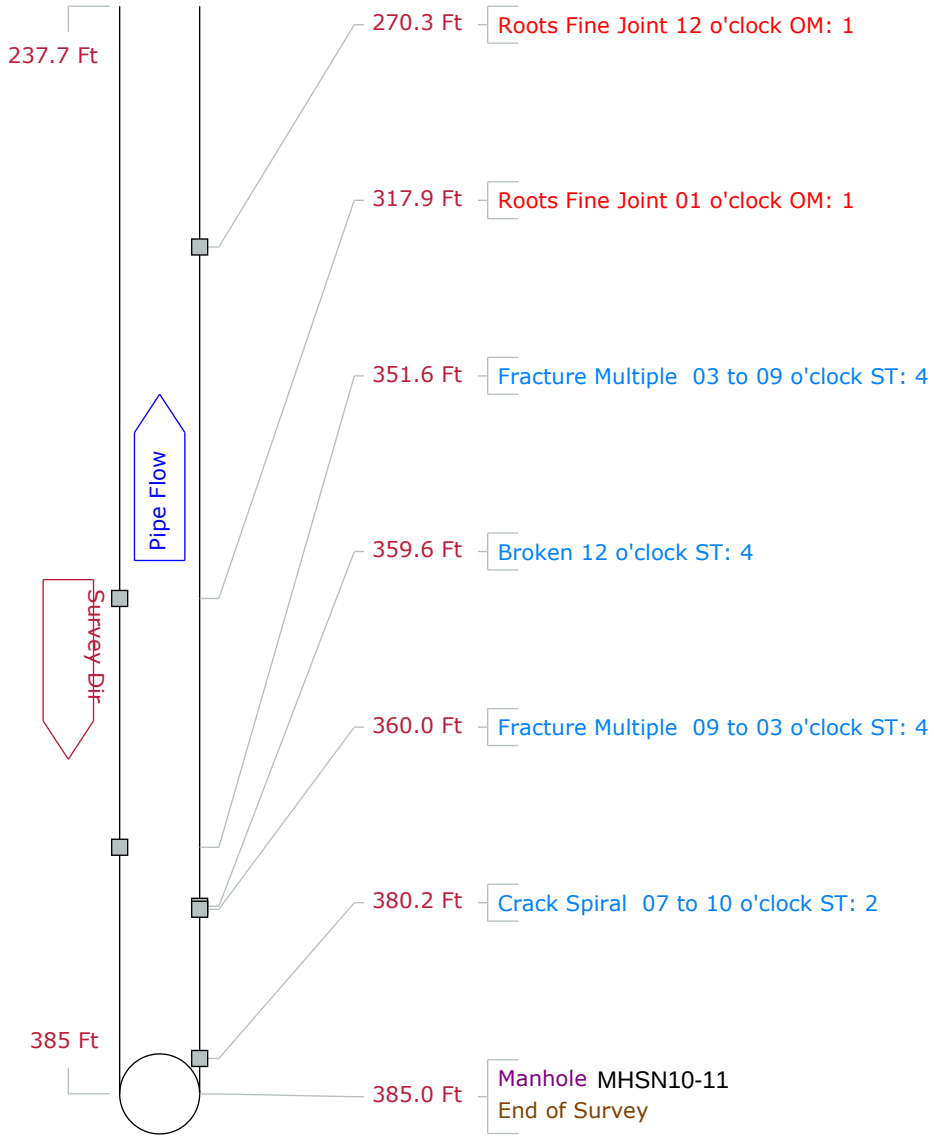
Pipe Graphic Report of PLR MHSN10-11 **for** **Masterson**

Setup	4	**Surveyed By**	TB	**Certificate #**	P0035658-012022
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer	Masterson			**P/O #**	
Media Label		**Project**	Drain Investigations Masterson		
Date	2022/11/01	**Time**	8:42	**Weather**	
Pre-Cleaning	N	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Tower Farm Rd.	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	18
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	385.0 Ft
Length Surveyed	385.00 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	MHSN10-11	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	MHSN10-10	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



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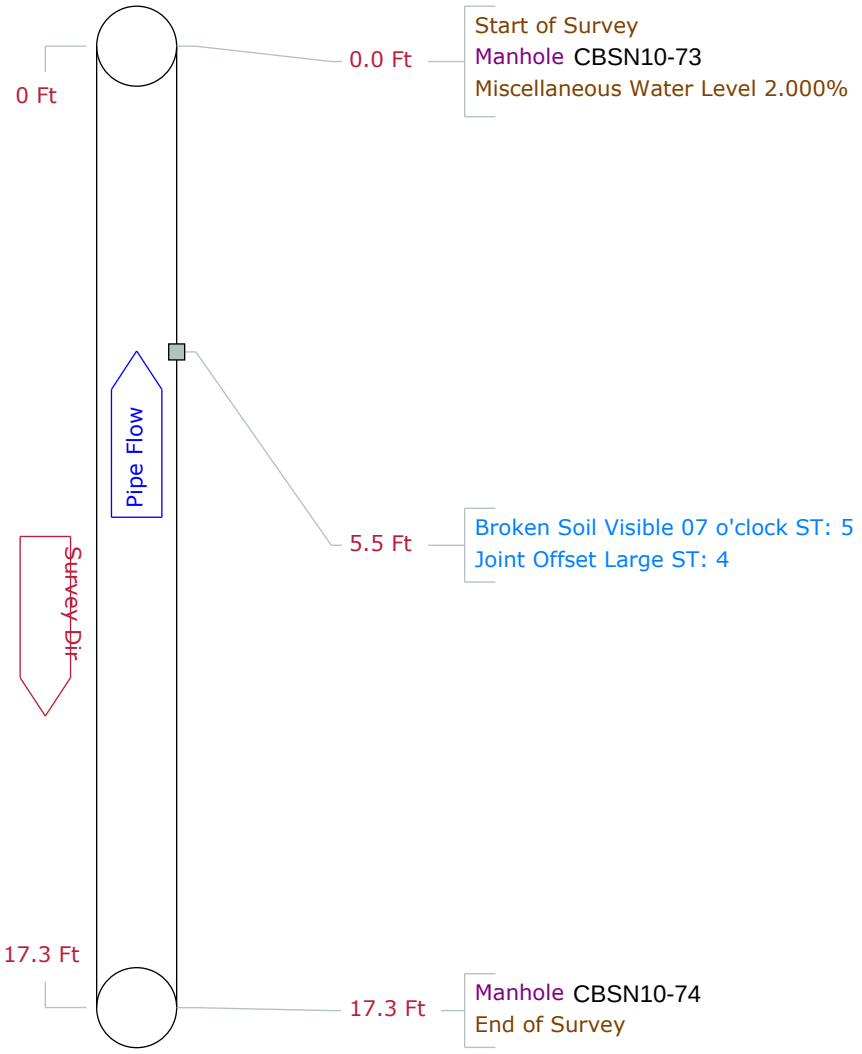
Pipe Graphic Report of PLR CBSN10-74 C **for** **Masterson**

Setup	32	**Surveyed By**	DR	**Certificate #**	U-0821-70402733
Owner					
Reviewed By		**Reviewer #**		**Work Order**	
Customer				**P/O #**	
Media Label		**Project**	Masterson Drain Investigation		
Date	2022/10/28	**Time**	14:11	**Weather**	
Pre-Cleaning	H	**Date Cleaned**			
Flow control		**Survey Purpose**		**Direction**	Upstream
Street	Poe Rd	**City**	Billerica	**Drainage area**	
Location Code				**Pipe Use**	Stormwater Pipe
Location details				**Height**	12
Width	ins				
Shape	Circular	**Material**	Reinforced Concrete Pipe	**Lining**	
Coating		**Pipe Joint length**	Ft	**Total length**	Ft
Length Surveyed	17.30 Ft	**Year Constructed**		**Year Renewed**	
Additional info					

Structural	O & M				
Miscellaneous	Constructional				

Up	CBSN10-74	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**
Down	CBSN10-73	**Rim to invert**	**Grade to invert**	**Rim to grade**	**Ft**



BMC Corp
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Address: 7 Everett Farmer Rd Unit A, Billerica, MA

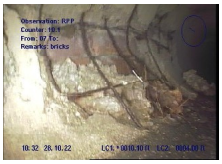
APPENDIX A

CCTV PICTURE LIST

CCTV Picture List of CBSN10-75 C **for** Masterson

Work Order		**Setup** 26/31
Video	**Survey Date**	2022/10/28
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

Video Index **Count** 10.1 Ft
Code Point Repair Patch
Remarks bricks
File Name 50.jpg



Video Index **Count** 10.1 Ft
Code Point Repair Patch
Remarks bricks
File Name 51.jpg

Video Index **Count** 10.1 Ft
Code Point Repair Patch
Remarks bricks
File Name 52.jpg

Video Index **Count** 10.1 Ft
Code Point Repair Patch
Remarks bricks
File Name 53.jpg

Video Index **Count** 14.6 Ft
Code Broken
Remarks
File Name 54.jpg

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-75 C **for** Masterson

Work Order		**Setup** 26/31
Video	**Survey Date**	2022/10/28
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-165 F **for** Masterson

Work Order		**Setup** 27
Video	**Survey Date**	2022/10/28
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

Video Index **Count** 107.6 Ft
Code Hole Soil Visible
Remarks
File Name 56.jpg

Video Index **Count** 107.6 Ft
Code Hole Soil Visible
Remarks
File Name 57.jpg

Video Index **Count** 107.6 Ft
Code Hole Soil Visible
Remarks
File Name 58.jpg

Video Index **Count** 107.6 Ft
Code Hole Soil Visible
Remarks
File Name 59.jpg

Video Index **Count** 107.6 Ft
Code Hole Soil Visible
Remarks
File Name 60.jpg

Video Index **Count** 107.6 Ft
Code Hole Soil Visible
Remarks
File Name 61.jpg

Video Index **Count** 107.6 Ft
Code Hole Soil Visible
Remarks
File Name 62.jpg

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-165 F **for** Masterson

Work Order		**Setup** 27
Video	**Survey Date**	2022/10/28
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

Video Index **Count** 107.6 Ft
Code Hole Soil Visible
Remarks
File Name 63.jpg

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-74 C **for** Masterson

Work Order		**Setup** 30
Video	**Survey Date**	2022/10/28
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

Video Index **Count** 125.7 Ft
Code End of Survey
Remarks
File Name 67.jpg

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-74 C **for** Masterson

Work Order		**Setup** 30
Video	**Survey Date** 2022/10/28	
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

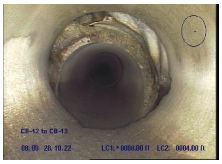
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-162 C **for** Masterson

Work Order		**Setup** 21/24
Video	**Survey Date**	2022/10/28
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

Video Index **Count** 87.5 Ft
Code Point Repair Patch
Remarks failed located depth of 3ft 6in
File Name 37.jpg

Video Index **Count** 87.5 Ft
Code Point Repair Patch
Remarks failed located depth of 3ft 6in
File Name 38.jpg



Video Index **Count** 87.5 Ft
Code Point Repair Patch
Remarks failed located depth of 3ft 6in
File Name 39.jpg

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-162 C **for** Masterson

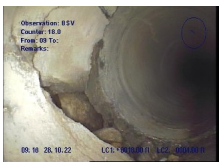
Work Order		**Setup** 21/24
Video	**Survey Date** 2022/10/28	
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-165 C **for** Masterson

Work Order		**Setup** 23
Video	**Survey Date** 2022/10/28	
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

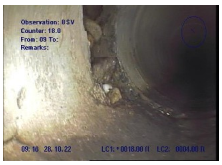
Video Index **Count** 18.0 Ft
Code Broken Soil Visible
Remarks
File Name 42.jpg



Video Index **Count** 18.0 Ft
Code Broken Soil Visible
Remarks
File Name 43.jpg

Video Index **Count** 18.0 Ft
Code Broken Soil Visible
Remarks
File Name 44.jpg

Video Index **Count** 18.0 Ft
Code Broken Soil Visible
Remarks
File Name 45.jpg



Video Index **Count** 18.0 Ft
Code Broken Soil Visible
Remarks
File Name 46.jpg

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

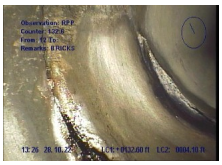
CCTV Picture List of CBSN10-165 C **for** Masterson

Work Order		**Setup** 23
Video	**Survey Date** 2022/10/28	
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

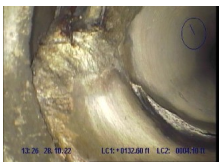
BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-75 C **for** Masterson

Work Order		**Setup** 31/26
Video	**Survey Date**	2022/10/28
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	



Video Index **Count** 132.6 Ft
Code Point Repair Patch
Remarks BRICKS
File Name 69.jpg

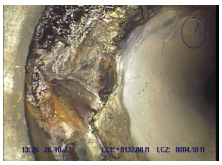


Video Index **Count** 132.6 Ft
Code Point Repair Patch
Remarks BRICKS
File Name 70.jpg

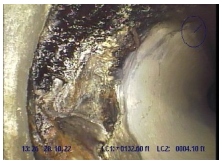
Video Index **Count** 132.6 Ft
Code Point Repair Patch
Remarks BRICKS
File Name 71.jpg

Video Index **Count** 132.6 Ft
Code Point Repair Patch
Remarks BRICKS
File Name 72.jpg

Video Index **Count** 132.6 Ft
Code Point Repair Patch
Remarks BRICKS
File Name 73.jpg



Video Index **Count** 132.6 Ft
Code Point Repair Patch
Remarks BRICKS
File Name 74.jpg

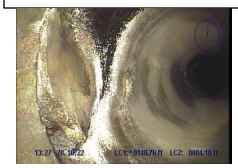


Video Index **Count** 132.6 Ft
Code Point Repair Patch
Remarks BRICKS
File Name 75.jpg

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-75 C **for** Masterson

Work Order		**Setup** 31/26
Video	**Survey Date**	2022/10/28
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	



Video Index **Count** 140.3 Ft
Code Broken
Remarks
File Name 76.jpg

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-75 C **for** Masterson

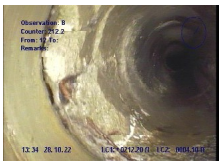
Work Order		**Setup** 31/26
Video	**Survey Date**	2022/10/28
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

Video Index **Count** 140.3 Ft
Code Broken
Remarks
File Name 77.jpg

Video Index **Count** 212.2 Ft
Code Broken
Remarks
File Name 78.jpg

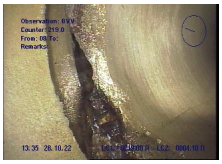
Video Index **Count** 212.2 Ft
Code Broken
Remarks
File Name 79.jpg

Video Index **Count** 212.2 Ft
Code Broken
Remarks
File Name 80.jpg



Video Index **Count** 212.2 Ft
Code Broken
Remarks
File Name 81.jpg

Video Index **Count** 212.2 Ft
Code Broken
Remarks
File Name 82.jpg



Video Index **Count** 219.0 Ft
Code Broken Void Visible
Remarks
File Name 83.jpg

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA

CCTV Picture List of CBSN10-75 C **for** Masterson

Work Order		**Setup** 31/26
Video	**Survey Date** 2022/10/28	
Path to picture files	D:\Snaps\2022 BILERICA-3\	
Path to video files	D:\Movies\2022 BILERICA-3\	
Path to media files	D:\Media\2022 BILERICA-3\	

BMC Corp
Phone: 781-273-0398
Address: 7 Everett Farmer Rd Unit A, Billerica, MA